



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

Date: Wednesday April 7, 2021

Time: 5:30 p.m.

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

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

**Action Item:**

- A. Approve Amended Agenda

**Information Item:**

- 1. Presentation by Don Miller – Idaho Wildlife and Water Quality Group LLC for Mason Creek water quality project.

**Action Items:**

- 1. Consent Agenda (items of routine administrative business)
  - a. Consider approving minutes for Council's March 17, 2021 regular meeting.
  - b. Consider ratifying March 26, 2021 payroll in the amount of \$110,667.87 and April 9, 2021 in the \$80,388.29 and accounts payable thru March 29, 2021 in the amount of \$645,362.07.
  - c. Consider approving FCO with conditions of Valhalla Country Estates Subdivision No. 4.
- 2. Consider approving the City applying asphalt seal coat for FY 2021 in an amount not to exceed \$59,515.00 (weather dependent). – Bruce Bayne
- 3. Consider approving proposal from SPF Water for due diligence on City Water Well No. 2 in an amount not to exceed \$2,650.00. (Well is located adjacent to existing water tower, on 2<sup>nd</sup> Street.) – Bruce Bayne
- 4. **Public Hearing:** Consider approving the application of Debbie Hundoble/Hundoble Family Trust for preliminary plat with respect to the Piccadilly Square Subdivision located at 0 Cemetery Road (Tax Parcel No. R1791101). – Roberta Stewart
- 5. Consider approving Final Plat for The Crossings at Meadow Park No. 2 Phase 1. – Roberta Stewart
- 6. Consider approving Final Plat for The Crossings at Meadow Park No. 2 Phase 2. – Roberta Stewart
- 7. Consider approving Resolution 456-21: A RESOLUTION OF THE MIDDLETON CITY COUNCIL, MIDDLETON, CANYON COUNTY, IDAHO, AMENDING WATER, SANITARY SEWER, STORMWATER MANAGEMENT, STREETS, PROJECT INSPECTION, POST-CONSTRUCTION CHECKLIST, APPLICATION AND PERMIT TO EXCAVATE IN PUBLIC RIGHTS OF WAY STANDARDS IN THE MIDDLETON SUPPLEMENT TO THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION; AND PROVIDING AN EFFECTIVE DATE
- 8. Consider approving a Viper Park (located in Falcon Valley Subdivision) Lease Agreement (Lease of Real Property) between the City of Middleton and the Greater Middleton Area Recreation District. – Tim O'Meara
- 9. Consider approving T-O Engineers Scope of Work for Additional Services Authorization #3 – Additional Topo and Right of Way for Middleton Road Extension in an amount not to exceed \$23,110.00. – Becky Crofts

10. Consider approving Gravel Extraction Lease Agreement between City of Middleton and Knife River Corporation-Mountain West to create a water feature in River Park. – Mayor Rule
11. Consider approving survey contract with Civil Survey Consultants, Inc. of Meridian to secure right of way and legal descriptions for SH44 and Hartley Intersection in an amount not to exceed \$9,925.00. – Becky Crofts
12. Consider approving Mayor's appointee to Planning and Zoning Commission Board.

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

Posted by:

  
Jennica Reynolds, Deputy Clerk

Date: April 5, 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  
MARCH 17, 2021**

The Middleton City Council meeting on March 17, 2021 was called-to-order at 5:30 p.m. by Mayor Rule.

**Roll Call:** Mayor Rule, Council Members Huggins, Garner and O'Meara were all present. Council President Kiser came in at 5:34 p.m.

Pledge of Allegiance, Invocation: Jason Boyd – Pastor, Grace Bible Church

Mayor Rule welcomed everyone to the new City Council Chambers. He said a lot of hard work from city staff, especially Art Hill went into this remodel. The costs came in under what was originally anticipated. Becky Crofts noted the wall with the past and present Mayors of Middleton. Melissa Sorlien made the name plaques and reframed the pictures as the old name tags and frames needed an update. Mayor Rule thanked everyone who worked so tirelessly to make the chambers so beautiful.

### **Action Items**

#### **A. Approve Amended Agenda**

**Motion:** Motion by Council President Kiser to approve the Amended Agenda as posted March 12, 2021 at 5:00 p.m. Motion seconded by Council Member Garner and approved unanimously.

### **Information Items**

**1. Presentation by Don Miller—**Don Miller was not present. No presentation was given regarding the Mason Creek water project.

### **Action Items**

- 1. Consent Agenda (items of routine administrative business)**
  - a. Consider approving minutes for Council's March 3, 2021 regular meeting.**
  - b. Consider ratifying March 12, 2021 payroll in the amount of \$81,648.55 and accounts payable thru March 11, 2021 in the amount of \$ 204,380.30.**

Mayor Rule called the items. Council President Kiser said this is a typical accounts payable. The invoices for Cemetery Rd will start coming in so the future accounts payable runs will be much larger.

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

#### **2. Republic Services Waste Collection Services Contract and yearly consumer price index increase – Rachele Klein**

Mayor Rule called the item and introduced Rachele Klein from Republic Services. Rachele explained the increase of 1.47% and updated Council on the changes and updates from Republic Services. There are concerns with commercial customers using the Recycling Dumpsters for trash.

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**Motion:** Motion by Council President Kiser to approve Republic Services Waste Collection Services Contract and yearly consumer price index increase. Motion seconded by Council Member Huggins and approved unanimously.

**3. Consider approving a Special Event Permit Application for Celebrate Middleton Music Festival, July 24, 2021 at Middleton Place Park. – Spencer Kofoed**

Mayor Rule called the item and introduced Spencer Kofoed who explained the plans for a community event titled Celebrate Middleton Music Festival. Covid has prevented so many of the youth of the community from performing. The plan is to create a community event where the youth of our community are spotlighted and given an opportunity to perform and share their talents. This would be an afternoon into the evening event. Dan Child (High School Music Director), Melissa Rowe (Community Christmas Choir), Stephanie Stevens (Millennial Choirs and Orchestras) are heading up the music committee. Spencer and his team would also like to coordinate a youth service project in conjunction (not on the same day) with this event as a way to give back to the community. He would like to make the Music Festival an annual event.

Discussion by Council: Like the idea and think it is a great location. Would like Spencer to work with city staff to decide best possible dates for the Music Festival and service project as well as the project that should be done.

**Motion:** Motion by Council President Kiser to approve a Special Event Permit Application for Celebrate Middleton Music Festival at Middleton Place Park and ask that Spencer, or those involved work with this work with city staff on the best possible dates for that event. Motion seconded by Council Member O'Meara and approved unanimously.

**4. Consider approving closing west half of N Piccadilly Ave for Middleton Market Thursdays from 2:30 p.m. to 8:30 p.m. during the market season. — Jennica Reynolds**

Mayor Rule called the item and Jennica Reynolds stated city staff developed a new plan to present for the Market which does not necessitating closing the west half of N. Piccadilly Ave. She and Public Works Director Bruce Bayne will work to create a permanent space in the Park for food trucks next year and on next years budget.

Discussion by Council: It is a city park, City Administration is talking about how they want to handle the said problem that doesn't effect the traffic flow through Middleton.

**Motion:** Motion by Council President Kiser no action taken for the closing the west half of N. Piccadilly Ave for the Marketplace Thursdays and allow City Staff to handle the parking arrangements within a City Park. The motion was seconded by Council Member O'Meara and approved unanimously.

**5. Consider approving Stonehaven Subdivision No. 4 Final Plat. – Roberta Stewart**

Mayor Rule called the item and introduced City Planner Roberta Stewart. Roberta presented the final plat and stated the developer has complied with all of the planning and engineering comments and the final plat is in compliance with all City codes and the Developer has paid all fees and pro-rata shares.

**Motion:** Motion by Council President Kiser to approve the Stonehaven Subdivision No. 4

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Final Plat. Motion seconded by Council Member Garner and approved unanimously by Roll Call Vote.

**6. Consider approving Valhalla Country Estates No. 4 Bonding for asphalt patches for thrust block inspections and other repairs in an amount of \$10,425.00. – Roberta Stewart**

Mayor Rule called the item and introduced City Planner Roberta Stewart. Roberta explained that there is a bond required because the work is not done. There were patches that occurred when the water line was lowered. Those patches were installed in cold weather so they need to be redone. When they went to look at the thrust blocks underneath the road and also outside of the road, to insure they were there and they were there. Now the asphalt needs patched. It was only until recently that the weather was warm enough to repair in the road but it was bad prior, so the developer needs a bond to get on to final plat so they can patch in warm weather.

Questions from Council:

*Council President Kiser:* Is there an estimated time on the patch? And when the City accepts the Bond who is responsible to coordinate that?

*Roberta:* It should be done within the next month. There is a lot of demand on the development so she doesn't anticipate it being a problem. The bond is received by the City and held until the work is done and the engineer has inspected and accepted the work. This amount is 150% of the actual amount to patch.

**Motion:** Motion by Council President Kiser to approve Valhalla Country Estates No. 4 Bonding for asphalt patches for thrust block inspections and other repairs in an amount of \$10,425.00. Motion seconded by Council Member Huggins and approved unanimously by Roll Call Vote.

**7. Consider approving Valhalla Country Estates No. 4 Final Plat. – Roberta Stewart**

Mayor Rule called the item and introduced City Planner Roberta Stewart. Roberta said the developer has complied with all of the planning and engineering comments. The final plat is in compliance with City code. All is in order, nothing outstanding. The bond takes care of the one outstanding item.

Mayor Rule said he received an email from the City Administrator Becky Crofts that he read into the record as follows:

Mayor Rule –

The developer for Valhalla Country Estates phase 4 has had to cut new pavement 5 times to bring their water infrastructure to code (see photos below). Once the final plat is signed the road is dedicated to the city, and the city assumes maintenance. The city and tax payers are not receiving a new road, and will bear the burden of early maintenance costs due to the condition of the road. It is my recommendation that the developer for Valhalla Country Estates be required to chip seal the entire roadway. This work should be a condition of final plat and must be completed prior to receiving certificate of occupancy.

Thank you for your consideration.

Becky Crofts  
City Administrator

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Mayor Rule said Public Works Director Bruce Bayne and he looked at the road, it is a patchwork quilt of cuts and repairs and non-repairs at this point. He does acknowledge they are trying to get to it, but what City Administrator is saying, to be truly responsible to the tax payers that are going to pay for repairing these streets, the only way to really get a decent seal on all of these cracks is to chip seal on top of it, or the seams are pretty much open. He doesn't disagree, but this is City Council's call.

Discussion by Council:

*Council Member O'Meara:* Seeing many asphalt patches over the years. They are never as smooth and contiguous to the original surface as the original surface. Are these patches in any way related to anything the City has done? Becky said no.

*Council Member Garner:* He thinks having the road chip sealed will be the best way to protect the tax payers from the burden of early maintenance costs.

City Attorney Chris Yorgason asked for clarification if the amount of the bond approved in the previous item includes the cost of chip sealing the road? Roberta said no. The chip seal is a completely different item.

Mayor Rule asked Joe Roberts the developer to address council:

Joe Roberts: 10309 Colorful Dr. Nampa, ID – The cuts in the road are to expose the thrust blocks for the inspections. The other cut is where they had to go in and lower the water line. He has no objection as it was originally approved. He requests that the council approves that the chip seal work should be a condition of final plat and must be completed prior to receiving certificate of occupancy.

*Discussion by Council:* The request is to approve the final plat now but not issue any Certificates of Occupancy on any houses until the completion of the chip seal. This would mean that the subdivision can get moving because the final plat is approved, building can happen but no one can move in.

*Becky Crofts:* Original request was allow the developer to move forward. The road is damaged and needs to be repaired to an appropriate condition. Aside from just the patching that was approved in prior motion. She doesn't believe the developer should be penalized from beginning construction. If Council approves the final plat, conditioned that the developer chip seal the road prior to Certificate of Occupancy. They cannot receive CofO until the entire roadway has been chip sealed and restored.

**Motion:** Motion by Council Member O'Meara to approve the Valhalla Country Estates No. 4 Final Plat, conditioned that the developer chip seal the entire roadway prior to a Certificate of Occupancy's being issued. Motion seconded by Council Member Garner and approved unanimously by Roll Call Vote.

## **8. Consider approving K9 Police Policy. – Chief Takeuchi**

## **9. Consider approving K9 Police Program in an amount not to exceed \$19,822.00. – Chief Takeuchi**

Mayor Rule call the item and introduced Chief Takeuchi. The Chief reviewed the yearly costs and budget lines for the K9 program. Impact fees can only be used in the one time only set up. They cannot be used to pay the yearly costs. This has been a goal for Officer Carranza in his law enforcement career. He is committed to MPD and the Chief has



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discussed the officer signing a contract. The type of dog desired is one that is trained to track a scent and apprehend as well as track a scent and locate narcotics. The difference is the amount of training for the officer and the dog. The total cost presented is if they were to do everything themselves. In response to Council President Kiser, he does have this in his budget.

*Discussion by Council:* Think it is a good program and will benefit the residents of Middleton. The Police will only have to use the dog once to recoup the cost.

**Motion:** Motion by Council President Kiser to approve the K9 Police Program in an amount not to exceed \$19,822.00. Motion seconded by Council Member Garner and approved unanimously.

#### **8. Consider approving K9 Police Policy. – Chief Takeuchi**

Mayor Rule called the item. Chief Takeuchi explained the K9 Policy. It is a compilation of several other surrounding agencies and MPD has made it their own. It still needs to be reviewed by the City Attorney. On policies like this the bigger agencies use a company called Lexipol to manage their policies and procedures which requires them to do yearly updates and keep up with case law and make sure the officers are up to date.

**Motion:** Motion by Council President Kiser to approve K9 Police Policy pending legal counsel review. Motion seconded by Council Member O'Meara and approved unanimously.

Mayor asked the Police Chief to introduce his officers and thanked them for their hard work and service, they don't get the recognition they deserve. Council President Kiser said the public should know that the Police officers give back to the community in ways that residents may not know or always be aware of.

#### **10. Consider approving proclamation declaring May 1, 2021 as Arbor Day in the City of Middleton. – Tim O'Meara**

Mayor Rule called the item and introduced Tim O'Meara (GMPRD). Tim said that the GMPRD received a donation from the Arbor Day foundation if the City of Middleton will proclaim May 1<sup>st</sup> as Arbor Day. GMPRD has teamed with a couple local scout troops to plant 25 trees on that day, plus the ones donated. The trees will be planted in Foote Park.

**Motion:** Motion by Council President Kiser to approve the proclamation declaring May 1, 2021 as Arbor Day in the City of Middleton. Motion seconded by Council Member Huggins and approved unanimously.

#### **11. Consider approving Mayor's reappointment of Carl Lohrengel and Ray Waltemate to the Middleton Urban Renewal Agency Board. – Mayor Rule**

Mayor Rule called the item and explained these gentlemen have served diligently in a not so active Middleton Urban Renewal area. The City Administrator Becky Crofts and the Mayor have been working to expand this area that will be more effective for the benefit of the City of Middleton. Urban Renewal areas are a great enticement to business and industry if they are set up right. The City is working to create the map which will then go to the county for approval and then ultimately be brought to City Council for approval.

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**Motion:** Motion by Council President Kiser to approve Mayor's reappointment of Carl Lohrengel and Ray Waltemate to the Middleton Urban Renewal Agency Board. Motion seconded by Council Member O'Meara and approved unanimously.

**Public Comment:**

*Christine Green: 23725 Lansing Lane:*

She is representing the group of people speaking in regard to the Library. They have questions that were asked at the Library board meeting that were not able to be answered:

- Why can't the Library use the Trolley Station for story time and/or library programs? They were told it didn't fit in line with the Mayor's vision for the Trolley Station.
- They are concerned about budgeting for the Library. They don't want the budget cut again as the 38% from last year was a lot more than other organizations in the City and there are a lot of things that need to happen with the library that can't because budgeting was cut.
- They want to know why the City doesn't support expansion of the library especially with the immense growth in our community.
- Loss of the Lab: Children need a place to study and go. The community center does not offer the library programs. It was suggested that perhaps churches could help provide spaces for library programs. Not all people feel comfortable going into churches, and could make the programs appear exclusionary.
- Would love to hear how the City Council plans to get back those programs for our youth.

*Jim Taylor: 1052 Triumph Dr:*

He is a member of the Library Board and made the comment that Middleton is not a community library it is a City Library. The Library board does not set the City Budget, the board is a council. He told people if they wanted to complain about the Library to come talk to City Council because Council sets the budget. The Library employees are City employees. The people that get taxed are city residents.

*Heather Ellis: 1045 Settlement Ave:*

Wants to know what the criteria is for the Library Board members and how they are selected?

*Mondor Family: 25156 Shirley Lane:*

- Emma Mondor: The library is important and she likes story time.
- Calvin Mondor: He likes the library because he likes books
- A.J. Mondor: His family loves the library. The library has been great to them. The people who work there are so much more than employees.  
In relation to Arbor Day, there might be an opportunity to get free trees with Idaho Power. If we wanted to coordinate that, we might be able to get some trees for residents. (Mayor disclosure, he has worked with A.J. at the county for 4-5 years at the end of his term. He considers him a friend, but will not weigh his testimony any more or less than the other testimonies)
- Alicia Mondor: The Library is an integral part of this community. It deserves council respect and needs to be treated well. It needs to not be neglected as it has been. People are moving here because of the community. Having a library that is big enough for the growing community is so important. Educate your people and we will have a good community. We need a safe space for kids who need a place to go.
- Griffin Mondor (baby)



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*April Chainey: 577 Kennedy Ct:*

Thanked the Council for all of the hard work they do. She is aware it is a thankless job. She stated that the Library hours have been cut substantially, and it is affecting the students she works with. She is the librarian at Middleton Heights Elementary. When she tries to promote the library this year, it was difficult. Parents have contacted her upset because the hours have been cut where for working parents it is almost impossible to get in there. Saturdays and Sundays it is closed and it only open one night until 7 p.m. Working parents cannot do that. The hours do not make it accessible for children and working parents. Star library is open 47 hours a week and Caldwell is open 62 hours a week. Middleton is open 34 hours a week. Both Star and Caldwell offer Saturday access. We need to get these kids a place that is safe, access to books, media and computers. By denying access to hours to the public library you are shooting yourself in the foot. She considers the Police, Fire and Library all at equal levels. To her, that is what is important in a community.

*Jennifer Barr Library Director:*

Mentioned in Board meeting that the Library budget may be cut this year. The Mayor has responded to multiple emails that there is no intention of cutting the library budget this year, but also that he will not support an increase in the Library budget. She is imploring the City Council and the Mayor to rethink that, as costs have continued to increase. In response to the hours the Library is open, they had evaluated the hours that receive the most use. Due to Covid most libraries reduced their hours. The Library has been open since June 2020 and been consistently open for public use. In order to operate at current level, they have had to use carry over from the previous year to offset the significant budget cut. If the budget stays the same despite the increased growth in Middleton and the increased tax revenue and increased need for a library we have to look at reducing services even more because there will be no carry over for next year. We cannot be part of the consortion because we are too small and don't have enough to offer. Residents recognize that the Library is an important part of our community, and that it fills an essential and vital role. When programs and hours are required to be cut because of funding, and the building is significantly smaller than most buildings of a community our size we are sending a message that the library is not valued and having an educated and community minded people is not as valued as it should be.

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

*Mayor Comments:* "First, I will respond to all of this in writing. Leave your email address and I will send this. I have some emails and I will notify the Library Board. But I will address a number of these right now.

- My Vision for the Library – The Library Board has asked me what my vision for the library is. I am not a Library Vision guy, my vision is to appoint good, strong members of our community to the Library Board who develop a vision for their library with the director and manage it accordingly. I kind of fibbed there a little bit, because I do have a vision for the library and we have shared it with City Council and they have taken action. That action is to gather up real-estate. There have been 2 parcels the city has obtained already. (Exchanged one piece for a value of about \$86,000, and the other parcel was purchased for \$94,000.) \$180,000 plus that the city has invested in a vision. That vision is a new City Hall, a New Police Station and a new Library down at that Campus

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Complex. City Council has been very supportive of us trying to gather up that real estate. I want to get that \$186,000 support of Middleton's future in the right perspective and right place. The current budget for the library is \$250,000 at this point. This is my first year as mayor. I am not a library guru in any way shape or form and I am not pretending to be. But what we are charged with are the Tax Dollars and to handle them appropriately. So my vision is not a 1 year vision. I don't have instant gratification for the library. This is going to take my best guess an 8 or 10 year program to get it built up to where we can possibly have a new City Hall, a new Library and a new Police Station at that location.

- Cutting the Budget – I am really glad that this was cleared up tonight, I couldn't imagine where these budget cut threats that were supposed to come from me certainly not City Council. We have had no meetings or discussion at all about any of the budgets this year, other than are we within budget parameters when we spend money on any one thing. So whoever was whipping that up, it really didn't serve the purpose very well. I want to clear that up, there has been nothing talked about. I don't have a vision to cut the library's budget, On the record I support the budget just as it was last year. I don't support big increases, I don't support moving a modular onto any of the ground there to have extra room for the Library when I'm still not convinced that these programs can't run out of the Community Center. Once that is done and off the table, we will start looking at other alternatives. But right now that Community Center is a great resource if we can corral it. I'm trying, Tim from GRMPD is trying. Who you should be talking to is your school district to make a decision on whether we can use it or if it should be crossed of the City's resource list.
- We are after employees – I have nothing against employees, I know very few of them. Council there was an incident in a restaurant where two city employees were having a discussion about data the library had submitted and perhaps it wasn't accordingly, I haven't had a chance to talk to my attorney yet on if any policy by the city or law was broken. So I haven't handled that yet, but I will handle that administratively and report back to City Council on that.
- LAB Loss – I just simply disagree with Ms. Cheney, the Police are at a higher level of importance to me in my opinion of the Community than the Library. When somebody is getting beat, raped, robbed, hurt, or in a car accident we don't call the Library, we call the Police Department. I won't budge on that the rest of my life. I chose to move that Police Department into the LAB and the domino effect is that we got these Council Chambers, I still support that and have nothing to apologize as far as that.

*Council Member Tim O'Meara – Community Center*

After the discussion at the Community Center last year, GMPRD was later informed that the School District was not interested in negotiating another classroom. Previously they had a discussion in the Community Center about the 3 classrooms that were generally used as storage closets for outdated school equipment. Those classrooms were in poor condition GMPRD has proposed renovating that with a joint effort between the city and GMPRD and then house the LAB in that classroom. The additional 2 classrooms could be used as storage. The School District has relented on making any decision on what they will do at this time.

*Council President Kiser:*

At the time that Council made that decision to move the LAB it was based on understanding that the LAB could go into the Community Center. Then Covid hit and everything else, and then the School District changed their position. The intention was not to cut that program but to

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relocate it. Because he has been in there and have seen that the age of the kids using it, and the greatest volume were Middle School kids. It made sense to relocate it closer to the Middle School. Because those same kids were not going into the library. To put a program that they were going to use next to the Middle School, absolutely that made sense at the time, prior to Covid. As a Board when the decision was made to move the Police Station. The police needed space and the thought was the Community Center could house the LAB.

Library Hours of operation: Why hasn't the hours of operation just changed? Why not be closed on a Monday and be open on a Saturday? Look at the hours and adjust your available hours and use that time now that we are opening back up with Covid.

*Council Member Huggins:*

She was at the Library Board meeting and supports people who support the library to begin coming to these meetings. City Council cannot know what is important to residents, if they don't voice let the council know. After the last election residents voiced their concerns with traffic. During the construction of the skate park, the importance of city parks to residents was heard. If the residents come and tell Council what is important, it is Councils job to listen to how residents want their tax dollars spent in the best way possible. She thanked the public for coming, Council can't know this information if residents don't share it with them.

*Mayor Rule: Regarding Library Board Members:*

Criteria for Board Members; He doesn't have a list. He looks for people who are willing to serve. There were 3 names that came forward for the last board position. He looks at their experience, at their desire, at their abilities and try and make a good decision. He thinks there is a pretty good board.

(Resident didn't agree with that statement. Mayor called her to the podium.)

*Christine Green:* "The consensus with the board is there should be a certain amount of advocacy also involved. You should believe in, stand for and want to, yes stay on budget, but there shouldn't be an attitude of complacency. They should be willing to support the patrons in spaces where our children can have programs. There does not seem to be a lot of love and advocacy and wanting to do what will be best for the community via the library."

*Mayor Rule:* "I have explained my criteria and wanted to give Ms. Green and opportunity to speak on the record why she doesn't like the board members as it is. I think they are all great people and understand that Don getting ready to leave the board. We will look for another member based on the criteria that I just explained and hopefully we will find somebody good. Don has done a great job. I wish he was here to hear that."

**Adjourn:** Mayor Rule adjourned the city council meeting at 7:37 p.m.

ATTEST:

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Steven J. Rule, Mayor

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Jennica, Deputy Clerk  
Minutes Approved: April 7, 2021



# Middleton City Council

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

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**In the Matter of the Request of KCRJ, LLC for Final Plat involving Valhalla County Estates Subdivision No. 4 located near the intersection of Purple Sage Road and Middleton Road (Tax Parcel No. R3756301):**

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

1. On March 17, 2021, the City Council considered the request of KCRJ, LLC for Final Plat of Valhalla Country Estates Subdivision No. 4.
2. City Council reviewed and considered the Final Plat for Valhalla Country Estates Subdivision No. 4 and the City Engineer's recommendation of approval letter dated March 12, 2021.
3. City Council also reviewed the Middleton City Clerk's request that City Council require, as a condition of Final Plat approval, KCRJ, LLC to chipseal Seafarer Court roadway and portion of Nordic Avenue that had asphalt removed and patched. (Attached hereto as Exhibit "A", and incorporated herein by this reference, is a true and correct copy of the City Clerk's March 17, 2021 presentation to City Council and attached as Exhibit "B" is a rendering of the portions of Seafarer Court and Nordic Avenue that need to be chipsealed.)

### **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 Middleton City Engineer and City Clerk.
3. That codes and standards applicable to the Final Plat application are the Idaho Standards for Public Works Construction, the Middleton Supplement to the Idaho Standards for Public Works Construction, and the Middleton City Code sections 1-14, 1-16, 5-1, 5-3, and 5-4.

### **C. Decision and Order:**

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

The Applicant's request for Final Plat is approved with the following condition:

1. Prior to issuance of a Certificate of Occupancy for any home in Valhalla Country Estates Subdivision No. 4, Applicant shall chipseal the entire roadway

of Searfarer Court and portion of Nordic Avenue highlighted in yellow on Exhibit "B" attached hereto.

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

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STEVEN J. RULE, MAYOR  
Middleton City Council

Attest:

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Roberta L. Stewart  
Middleton Planning & Zoning Department

# EXHIBIT "A"

## Pavement Cuts at Valhalla 4

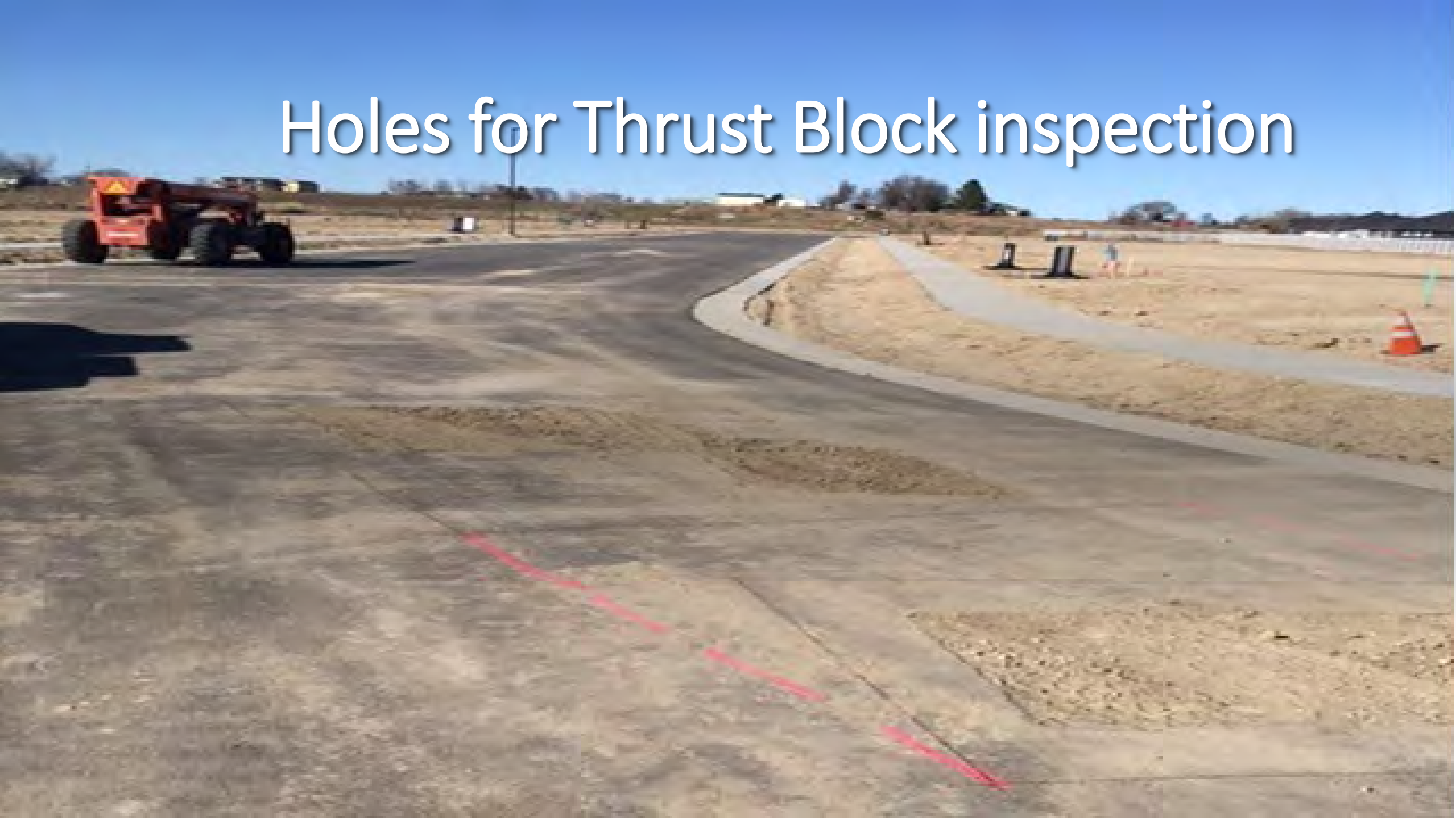
4 holes for thrust block inspection (1-3 slides)

1 for water leak (4 slide)

The long paved one at the end was where they had to lower water main  
and a thrust block inspection (5 slide)



# Holes for Thrust Block inspection



# Holes for Thrust Block inspection



# Holes for Thrust Block inspection



Hole for water leak

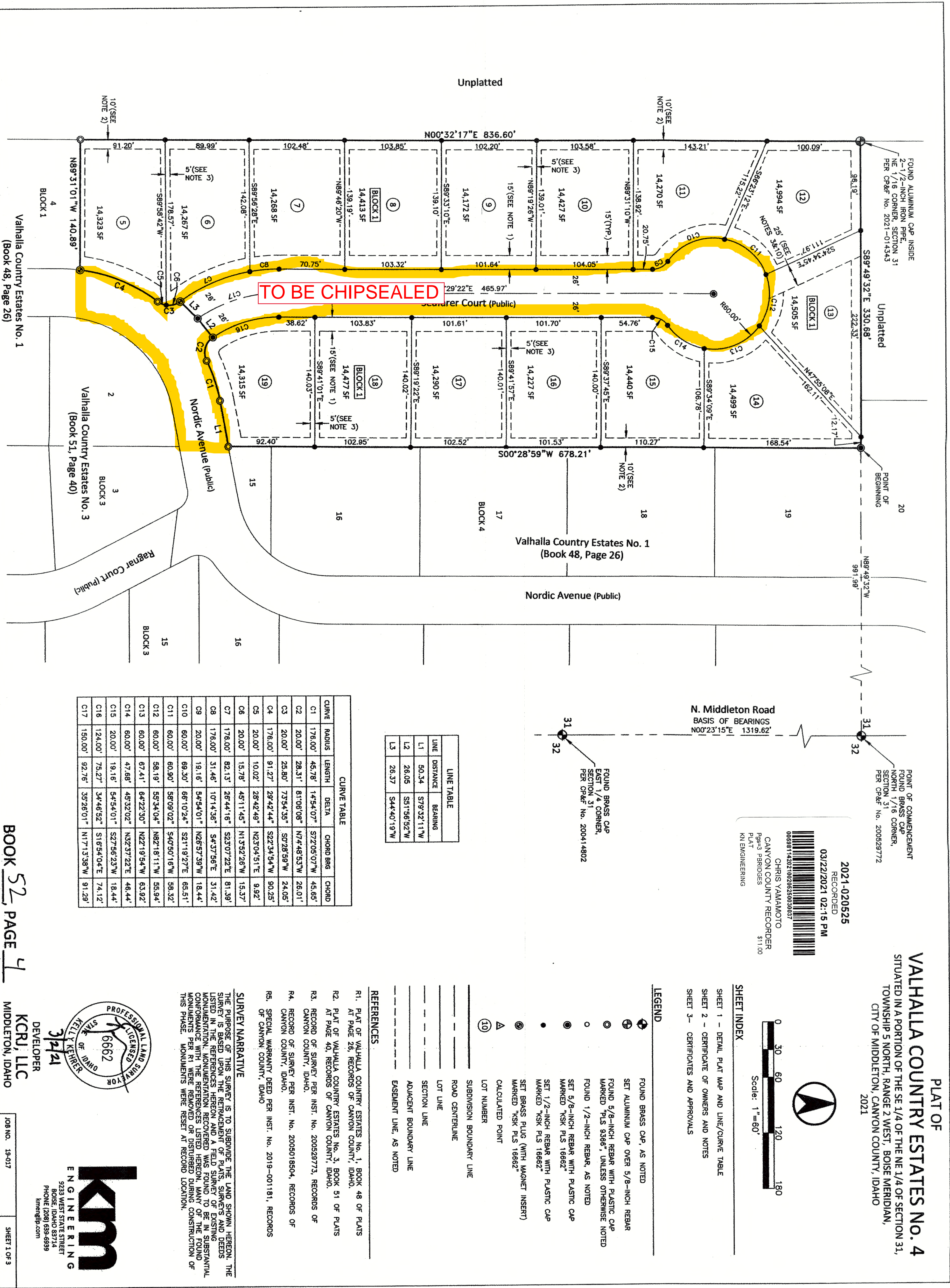


Hole for Thrust Block inspection.  
Paved section is to lower water main (has to be cut  
out and redone)





EXHIBIT B







2021

ASPHALT SYSTEMS INC.  
PRICE QUOTE

Middleton City  
February 25, 2021

**\*\* The below price is "in place on the ground", Includes all: oil, freight and spreading. The price is based on 11,500 gallons, and using a spreader truck for three days.**

**GSB-88: (Gilsonite Sealer Binder)**

- GSB-88, 1:1 w/1% polymer, freight & spreading = \$4.02 per gallon
- Using a shot rate of .15, this would cover approx.. 76,800 sq yd
- 11,500 gallons, @ \$4.02 per gallon equals a Grand Total = \$46,230.00

Thank you,  
Jess Miller



www.asphaltsystemsinc.com

801-972-2757

## Commercial / Agency Quote

Date	Expires*	Prepared By	Quote ID #
3/1/2021	4/1/2021	Name: Jess Miller Phone: (208) 431-1669	

\* Price quoted is valid for 60 days. After 60 days, ASI may increase price if required by increased costs to ASI.

Company Name	Middleton City
Contact Name	Darrel Gehring
Contact Phone	(208) 631-5639
Contact Email	dgehring@middletoncity.com
Project Name	Middleton City GSB-88 fogseal 2021
Est. Project Dates	June or July
Est. Gallons	11,500

Item GSB-88, 1:1 w/1% polymer

Price \$4.02 per gallon, Includes all: oil, freight and spreading. "In place on the ground"

All pricing above is FOB plant and subject to the following:

1. Price quoted is valid for 60 days. ASI will seek to maintain price for longer than 60 days but may increase price after 60 days if required by increased costs to ASI.
2. Contractor will provide ASI a minimum of 14 working days between the date of the order and the date of pickup. Delivery of orders with less than 14 working days' notice may be subject to delayed shipment due to production schedules.
3. Assignment of product ownership from ASI to customer takes place when product transfers from plant to shipping container.
4. Freight: Shipping is the responsibility of the contractor.
5. All short- and long-term product storage is the responsibility of the contractor.
6. ASI will only certify products manufactured, diluted & mixed at our designated facilities.
7. Customers storing products in bulk or diluting and mixing them for specific projects are responsible for material certifications.
8. The performance and safety of all products is dependent upon handling, storage and application in strict compliance with the SDS and technical data sheet, ASI's Best Practices Manual, and the particular project specifications
9. While ASI will assist in facilitating the resolution of any disputes about the performance of services by the freight company and/or the applicator company, it is understood and agreed that the freight company and/or the applicator company will be liable for all costs arising from or related to any deficiency in performance of their services.

Name:	Signature:
Company:	Date:

**10. No credit will be given for returned diluted materials. Restocking fee for returned product will be assessed at 10% of the returned product (based on testing).**

**Terms Understood and Accepted by:**

Revised 2/2019

Form #301



# ESTIMATE

2015 Delta Dr  
Nampa, Idaho 83687  
Phone 208-442-0104  
Info@BighornTraffic.com

INVOICE #	Estimate
DATE	03/22/21
CUSTOMER ID	
PO#	Estimate

TO City of Middleton

BIGHORN SUPERVISOR	BIGHORN JOB #	CUSTOMER JOB #	PAYMENT TERMS	DUE DATE
Jessica Cole			NET 30	4/22/21

QUANTITY	DESCRIPTION	PRICE	UNIT	LINE TOTAL
264.00	Flagger/Labor per hour (11 @ 8 Hour Day @ 3 Days)	25.00	Per Hour	\$ 6,600.00
72.00	Delivery/Setup Truck (3 @ 8 Hour Day @ 3 Days)	14.50	Per Hour	\$ 1,044.00
PAYMENT IN FULL IS DUE 30 DAYS FROM DATE OF INVOICE. A FINANCE CHARGE OF 1.5% PER MONTH (ANNUAL RATE 18.00%) OR MINIMUM OF \$5.00 IS CHARGED ON ALL PAST DUE ACCOUNTS. IF COLLECTION IS MADE BY SUIT OR OTHER WISE, INTEREST, COLLECTION COSTS, AND ATTORNEY FEES WILL BE CHARGED.				
SUBTOTAL				\$ 7,644.00
ID SALES TAX 6%				-
TOTAL				\$ 7,644.00

Make all checks payable to Bighorn Traffic Services llc  
**THANK YOU FOR YOUR BUSINESS!**



# PROPOSAL

P.O. Box 44112 Boise, ID 83711

**PHONE:** (208)343-7600

**FAX:** (208)343-2159

Idaho Public Works - 13294-A- 4 (09950, 02761, 02785, 01570, 18800, 02890)

Oregon Construction License - 129615

DBE Authority - 49 CFR 26

RCE - 1922

**PROPOSAL SUBMITTED TO**

City of Middleton

**STREET**

6 N Dewey St

**CITY, STATE, ZIP CODE**

Middleton, Idaho 83644

**CONTACT**

Darrel

**PHONE**

(208) 631-5639

**JOB NAME**

2021 Sealcoat Roadway Markings

**JOB LOCATION**

Middleton, Idaho

**PROJECT NO.**

n/a

**DATE**

3/19/2021

**BASE BID**

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
1	4" WIDE PAINTED MARKINGS	2,154.0	LNFT	\$0.50	\$1,077.00
2	24" THERMOPLASTIC STOP BAR MARKINGS	82.0	SQFT	\$8.00	\$656.00
3	24" THERMOPLASTIC CROSSWALK MARKINGS	90.0	SQFT	\$8.00	\$720.00
4	12" THERMOPLASTIC BUMP MARKINGS	136.0	SQFT	\$8.00	\$1,088.00
5	THERMOPLASTIC 8' BUMP MARKING	4.0	EA	\$400.00	\$1,600.00
6	MOBILIZATION	1.0	LS	\$500.00	\$500.00

**SPECIAL NOTES**

- 1 This bid may expire if notice of intent is not given within 10 days of the bid opening.
- 2 This bid excludes business signs, testing, and traffic control.
- 3 These prices reflect all line items as a total package and cannot be broken up individually.
- 4 Obliteration of pavement markings excludes fog seal and any damage caused to joint sealant.
- 5 Bid Bond not included in price. If required add 3% to overall quote total.
- 6 General contractor responsible for layout of all lines, crosswalks, stop bars, and symbols. Layout of lines must consist of a control point every 50 ft on a tangent, and every 25 ft on a curve. All layout must be approved before we can proceed with any striping. Please plan accordingly.
- 7 Striping prices do not include obliteration, preparation, cleaning or brooming of surfaces, or layout for control points of lines.
- 8 Prices exclude any and all traffic control.
- 9 Delays or layout of control points shall be charged an hourly rate of \$250.00/hr per crew.
- 10 This is a unit price proposal. This contract is based on estimated quantities. Actual payment will be based on final quantities completed.
- 11 Work cannot be guaranteed unless performed at specified minimum temperatures.
- 12 Due to the instability of the traffic paint industry with the associated price increases and material shortages, Curtis Clean Sweep Inc reserves the right to adjust the pricing for the pavement marking products quoted above as we receive these increases. In the event that traffic paint becomes unavailable, Curtis Clean Sweep Inc will be held harmless.

We propose hereby to furnish material and labor - complete in accordance with the above specification's for the sum of: **\$5,641.00**

Payment is to be made as follows: **UPON INVOICE**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature:

  
**CORY ZUBIZARETA**

Note: This proposal will be withdrawn by us if not accepted within 10 days.

**Acceptance of Proposal** - The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as specified above

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_





March 17, 2021

Bruce Bayne  
City of Middleton  
1103 W Main St.  
Middleton, ID 83644

Sent via email to: [bbayne@middletoncity.com](mailto:bbayne@middletoncity.com)

**Subject:** *Proposal for Desktop Investigation into Well 2*

Dear Bruce,

SPF Water Engineering, LLC (SPF) is pleased to provide the following scope of work and fee estimate for consulting engineering services related to Well No. 2.

## **BACKGROUND**

Current City employees' historical background information about Well No. 2 is limited. The well was placed out-of-service some time ago. The pump motor assembly remains-in-place, however, power conductors were removed. It was thought that the well was removed from service around the same time as the old water tower. Information related to water quality, water rights, or regulatory issues relating to its operation are unknown. It is the City's desire to bring the well back into service pending the necessary tests or administrative processing required.

## **SCOPE OF WORK**

SPF proposes the following scope of work of researching the history of the well relating to water rights, water quality and quantity, and the path to move forward to initiate Well No. 2 back on-line.

**Task 1 – Due Diligence Desktop Study.** SPF will review existing data including well driller's reports and hydrogeologic information obtained from Idaho Department of Water Resources (IDWR) and Idaho Department of Environmental Quality (IDEQ) relating to Well No. 2 and wells in the immediate area. SPF will research past reports that may contain information relating to Well No. 2 to provide an understanding of water level, water quality, potential flow rates and regulatory issues associated with the well.

**Task 2 – Summary Memo and Meeting.** SPF will compile the data collected into a summary memo and will meet with the City to discuss the findings, options, and recommendations to move forward.

## **SCOPE OF WORK - NOT INCLUDED IN PROPOSAL**

These items are not currently included in this contract. Additional services may be added to future contracts.

- |                               |                                     |
|-------------------------------|-------------------------------------|
| • As-Built Survey             | • Survey                            |
| • Design/Construction Support | • Permitting                        |
| • Water rights work           | • Hydraulic Modeling                |
| • Agency review               | • Water quality sampling or testing |

Any services listed above may be added to SPF's scope of work upon request. However, it is anticipated they are not necessary or will be provided by others under separate contracts.

## SCHEDULE

We anticipate completing the above task(s) approximately 3 weeks following notice to proceed. Project schedules are dependent upon many factors, including obtaining information from IDWR and IDEQ. This estimate is provided based on current workload obligations and conditions as of the date of this proposal.

## FEE ESTIMATE

SPF proposes to perform the scope of work described above on a time and materials basis. Estimated costs for individual tasks are summarized in Table 1 below and excess amounts from one task will be utilized on another. SPF's current hourly rate schedule is provided as Table 2. Direct costs (photocopy, postage, subcontractors, etc.) are billed at actual cost plus 15%. Invoices will be sent on a monthly basis.

Table 1. Estimated Costs by Task


Task	Fee
TASK 1 - Due Diligence Desktop Study	\$ 1,300
TASK 2 - Summary Memo and Meeting	\$ 1,350
	\$ -
TOTAL FEE	\$ 2,650

## AGREEMENT

If this proposal meets with your approval, it may serve as the basis for agreement, in conjunction with the attached schedule of fees and conditions, by affixing a signature in the space provided below. This signature will be considered as a notice to proceed with a budget of \$2,650.

Please return a signed copy to our office. We look forward to working with you on this project.

Respectfully submitted,  
**SPF WATER ENGINEERING, LLC**

By   
Michael Boeck, P.E.  
Principal

By   
Jason Thompson, P.E.  
Project Manager

Accepted By:  
**CITY OF MIDDLETON**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

SPF WATER ENGINEERING, LLC SCHEDULE OF HOURLY BILLING RATES		
Personnel	Title	2021 Billing Rate
Terry Scanlan, P.E., P.G.	Principal Engineer/Hydrogeologist	\$185
Christian Petrich, Ph.D., P.E., P.G.	Principal Engineer/Hydrologist Emeritus	\$185
Bob Hardgrove, P.E.	Principal Engineer	\$167
Mike Boeck, P.E.	Principal Engineer	\$167
Matt Rasmusson, P.E.	Senior Project Manager	\$156
Steve Hannula, P.E., P.G., PMP	Senior Project Manager	\$156
Jason Thompson, P.E.	Senior Project Manager	\$156
Justin Leraris, P.E.	Senior Project Manager	\$156
Mike Kettner, P.E.	Project Manager	\$144
Scott King, P.E.	Project Manager	\$140
Peter Vidmar, P.E.	Senior Project Engineer	\$133
Grae Harper, P.E.	Project Engineer	\$108
Marci Pape, P.E.	Project Engineer	\$100
Holten White, P.E.	Project Engineer	\$97
Andrew Francis, P.G.	Project Hydrogeologist	\$95
Sean Albertson, E.I.T.	Associate Engineer	\$95
Lori Graves	Senior Water Right Specialist	\$104
Brad Mathews	Senior Designer	\$98
Crystal Jensen	GIS Specialist	\$82
Julie Romano	Accounting	\$65
Kalli Everhart	Project Coordinator	\$65
Jackie Heriza	Administrative Support	\$55

Note: Hourly billing rates will be adjusted on January 1st each year.

**SCHEDULE OF FEES AND CONDITIONS****SPF WATER ENGINEERING, LLC (SPF)****A. FEES AND PAYMENT**

1. The fee for services will be based on SPF's standard hourly rates (including labor cost, overhead, and profit). Non-salary expenses directly attributable to the project, such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable reproduction costs applicable to the work; and (3) outside services will be charged at actual cost plus 15% service charge to cover overhead and administration. Hourly rates are adjusted on an annual basis.
2. Payment shall be due within 30 days after date of monthly invoice describing the work performed and expenses incurred during the preceding month.
3. OWNER agrees that timely payment is a material term of this Agreement and that failure to make timely payment as agreed constitutes a breach hereof. In the event payment for services rendered has not been made within 60 days from the date of invoice, SPF may, after giving 7 days written notice to OWNER, and without penalty or liability of any nature, and without waiving any claim against OWNER, suspend all work on all authorized services as set forth herein. Upon receipt of payment in full for services rendered, plus interest charges, SPF will continue with all services not inconsistent with Article C.4 herein. Payment of all compensation due SPF pursuant to this Agreement shall be a condition precedent to OWNER using any of SPF's professional services work products furnished under this Agreement.
4. In order to defray carrying charges resulting from delayed payments, simple interest at the rate of 18% per annum (but not exceeding the maximum rate allowed by law) will be added to the unpaid balance of each invoice. The interest period shall commence 30 days after date of original invoice, and shall terminate upon date of payment. Payments will be first credited to interest and then to principal. No interest charge will be added during the initial 30-day period following date of invoice.

- B. COMMENCEMENT OF WORK.** The work will commence upon receipt of written notice to proceed. If after commencement of work the project is delayed for any reason beyond the control of SPF for more than 60 days, the price and schedule for services under this Agreement are subject to revision. Subsequent modifications shall be in writing and signed by the parties to this Agreement.

**C. MISCELLANEOUS PROVISIONS****1. INSURANCE/INDEMNIFICATION/LIMITATION OF LIABILITY**

- (a) SPF will maintain statutory limits of insurance coverage for Workers' Compensation and Employer's Liability Insurance as well as Professional Liability, General Liability and Automobile Liability Insurance and will name Owner as an additional insured on applicable policies if specifically requested in writing.
- (b) SPF asserts that it is skilled in the professional calling necessary to the services and duties proposed to be performed, and that it shall perform such services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals of SPF's caliber in the same locality, and to that end SPF agrees to indemnify and hold harmless Owner, its officers, and employees from and against claims, suits, loss, damages, costs, and expenses arising out of or resulting from the negligent acts, errors, or omissions of SPF, its officers, employees or agents in the performance of its services and duties hereunder, but not from the negligence or willful misconduct of Owner, its officers, and employees. However, in no event shall SPF be liable for any special, indirect, or consequential damages as a result of its performance of the services hereunder. The total aggregate of SPF's liability to all parties related to this Agreement shall not exceed \$50,000, or the amount of SPF's fee, whichever is less.
- (c) Owner hereby understands and agrees that SPF has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at Owner's premises, or in connection with or related to this project with respect to which SPF has been retained to provide professional engineering services. The compensation to be paid SPF for said professional engineering services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, Owner agrees to defend, indemnify, and hold SPF, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or

consequential, including but not limited to, attorney's fees and court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalies, toxic chemicals, liquids, gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

- (d) Nothing contained within this Agreement shall be construed or interpreted as requiring SPF to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 USCA, §6901 et seq., as amended, or within any state statute governing the generation, treatment, storage, and disposal of waste. Further, the contents of this Agreement shall not be construed or interpreted as requiring SPF to arrange for the transportation, treatment, or disposal of hazardous substances, as described in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USCA §9601, et seq., as amended.
- (e) Notwithstanding any provisions in this Agreement to the contrary, if this project involves construction, as that term is generally understood, and SPF does not provide engineering services during construction, including but not limited to, on-site monitoring, site visits, shop drawing review, and design clarifications, Owner agrees to defend, indemnify, and hold SPF, its consultants, agents, and employees harmless from any and all liability arising out of the construction.
- (f) SPF shall not be liable for damages arising out of or resulting from the actions or inaction of governmental agencies, including but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits. Owner agrees to defend, indemnify, and hold SPF, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of SPF, arising out of or resulting from the same.
- (g) Notwithstanding other terms of this Agreement to the contrary, SPF makes no warranty, whether express or implied, as to the actual capacity or drawdown of any proposed water well(s), or the quality or temperature of ground water, if any, which may be produced by any water well(s) to be drilled and developed pursuant to this Agreement. Owner understands and agrees that SPF's responsibility under this Agreement is to apply its hydrogeology expertise, and to exercise the usual standard of care in the engineering profession to develop what ground water may reasonably exist, and may be economically feasible to use, beneath the proposed site(s).

## 2. DOCUMENTS

- (a) All tracings, survey notes, and other original documents, as instruments of service, are and shall remain the property of SPF, except where by law or precedent these documents become public property. Owner agrees to hold harmless, indemnify, and defend SPF, its consultants, agents, and employees against all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications without the written authorization of SPF.
- (b) All computer programs, software, and other like data developed during the course of the project, unless specifically developed for Owner, are and shall remain the sole property of SPF.
- (c) SPF's liability to Owner for any computer programs, software products, or related data furnished hereunder is limited solely to the correction of residual errors, minor maintenance, or update(s) as agreed. SPF makes no warranties of any kind, including any implied warranty of merchantability or of fitness for any particular purpose, or against infringement, with respect to computer programs, software products, related data, technical information, or technical assistance provided by SPF under this Agreement. In no event shall SPF, its officers, agents, or employees be liable under or in connection with this Agreement under any theory of tort, contract, strict liability, negligence, or other legal or equitable theory for incidental or consequential damages relating to any computer programs, software products, or related data furnished hereunder.
- (d) Environmental Audit/Site Assessment report(s) are prepared for Owner's sole use. Owner agrees to defend, indemnify, and hold SPF, its consultants, agents, and employees harmless against all damages, claims, expenses, and losses arising out of or resulting from any reuse of the Environmental Audit/Site Assessment report(s) without the written authorization of SPF.

3. **TERMINATION OR ABANDONMENT.** If any portion of the work is terminated or abandoned by Owner, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on SPF's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse SPF for termination costs.



4. **WAIVER.** SPF's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
5. **ENTIRE AGREEMENT.** This Agreement, and its attachments, contains the entire understanding between Owner and SPF relating to professional engineering services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties to this Agreement.
6. **SUCCESSORS AND ASSIGNS.** All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns.
7. **CONSTRUCTION ESTIMATES.** Estimates of cost for the facilities considered and designed under this Agreement are prepared by SPF through exercise of its experience and judgement in applying presently available cost data, but it is recognized that SPF has no control over costs of labor and materials, or over the construction contractor's methods of determining prices, or over competitive bidding procedures, market conditions, and unknown field conditions so that SPF cannot and does not guarantee that proposals, bids, or the project construction costs will not vary from SPF's cost estimates.
8. **INJURY TO WORKERS.** It is understood and agreed that SPF's fee is based on SPF being named as an Additional Insured on construction contractor's insurance policy for Comprehensive General Liability and Builders All Risk Liability, and Owner agrees to insert into all contracts for construction between Owner and construction contractor(s) arising out of this design a provision requiring the construction contractor(s) to defend, indemnify, and hold harmless both Owner and SPF from any and all actions arising out of the construction project, including but not limited to, injury to or death of any worker on the job site, not caused by the sole negligence of Owner or SPF.
9. **SITE VISITS.** Visits to the construction site and observations made by SPF as part of services during construction under this Agreement shall not make SPF responsible for, nor relieve the construction contractor(s) of the obligation to conduct comprehensive monitoring of the work sufficient to ensure conformance with the intent of the Contract Documents, and shall not make SPF responsible for, nor relieve the construction contractor(s) of the full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s), and for all safety precautions incidental thereto. Such visits by SPF are not to be construed as part of the monitoring duties of the on-site monitoring personnel defined below.
10. **ON-SITE MONITORING.** When SPF provides on-site monitoring personnel as part of services during construction under this Agreement, the on-site monitoring personnel will make reasonable efforts to guard Owner against defects and deficiencies in the work of the contractor(s), and to help determine if the provisions of the Contract Documents are being fulfilled. Their day-to-day monitoring will not, however, cause SPF to be responsible for those duties and responsibilities which belong to the construction contractor(s), including but not limited to, full responsibility for the means, methods, techniques, sequences, and progress of construction, and the safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents.
11. **SEVERABILITY.** If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.
12. **DEPARTMENT OF ENVIRONMENTAL QUALITY APPROVAL.** If applicable to the contracted scope of work, SPF will submit the required documents for the proposed facilities to the Department of Environmental Quality or state equivalent (Approving Agency) for the appropriate reviews and approvals. Under no circumstances may construction begin on the proposed facilities prior to receipt of Approving Agency's written approval of the reports, plans, and specifications for the proposed facilities. As professional engineers, SPF's employees are obligated to report to the Approving Agency any construction that begins prior to receipt of the appropriate approvals.





# STAFF REPORT

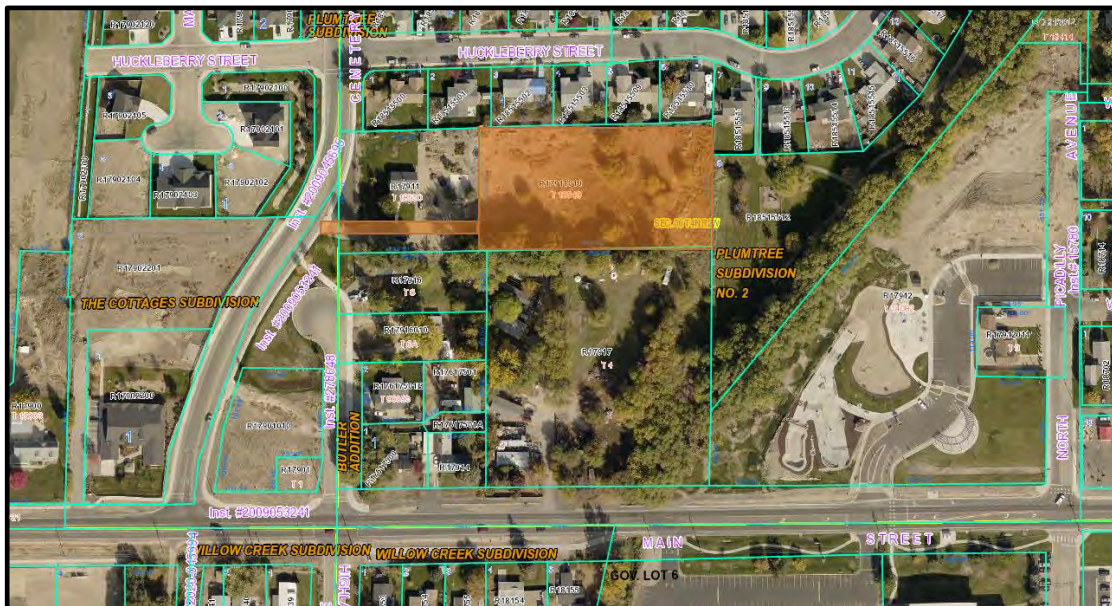
## Middleton Planning and Zoning Department

### Piccadilly Square Subdivision

#### Snapshot Summary

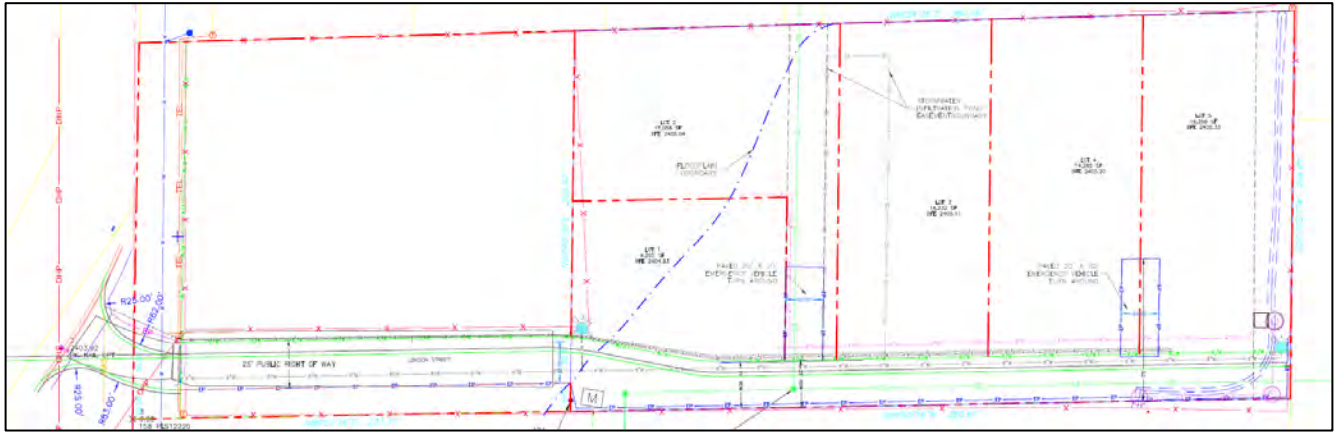
Acreage	1.77 acres
Current Zoning	R-3
Proposed Zoning	to remain the same
Current Land Use	Residential
Proposed Land Use	to remain the same
Lots	5 lots ranging in size from 9,200 sf to 15,000 sf. No common lots
Density	2.75 units per acre (w/easement area)
Open Space	0% - Variance approved
Amenities	None

- A. **City Council Hearing Date:** April 7, 2021
- B. **Project Description:** Residential subdivision with five lots on 1.77 acres of vacant land located at 0 Cemetery Road (Tax Parcel #R1791101).



- C. **Project History:** The project property was the subject of a Rezone application in Spring of 2020. Applicant requested that the property be rezoned from R-3 to Multi-Family (M-F). City Council denied the application in July 2020 and declared that the property should remain R-3 zoning.

- D. Application Requests:** Applicant currently has two applications pending. The first application is a Preliminary Plat application to re-plat a single lot in the Hawthorn Subdivision. See proposed preliminary plat below:



The second application is a floodplain application that is an administrative application being handled by Middleton's Floodplain Administrator.

Applicant had also submitted an application for special use permit requesting to be exempt from the 5% Open Space requirement of MCC 5-4-10-10. The Planning & Zoning Commission approved that application on March 8, 2021.

- E. Current Zoning & Property Condition:** The property is currently zoned R-3, which allows 3 residential units per gross acre. The project parcel is a single lot in the Hawthorn Subdivision, and it is surrounded by the Hawthorn subdivision on the west and south sides. The Plumtree Subdivision is immediately to the north and east of the project, and it is also zoned R-3.

The Project site is effectively an infill project. It is vacant land that has been difficult to improve because it does not front a public street. Instead, access to the property is via a 30' wide access easement across another lot in the Hawthorn Subdivision.

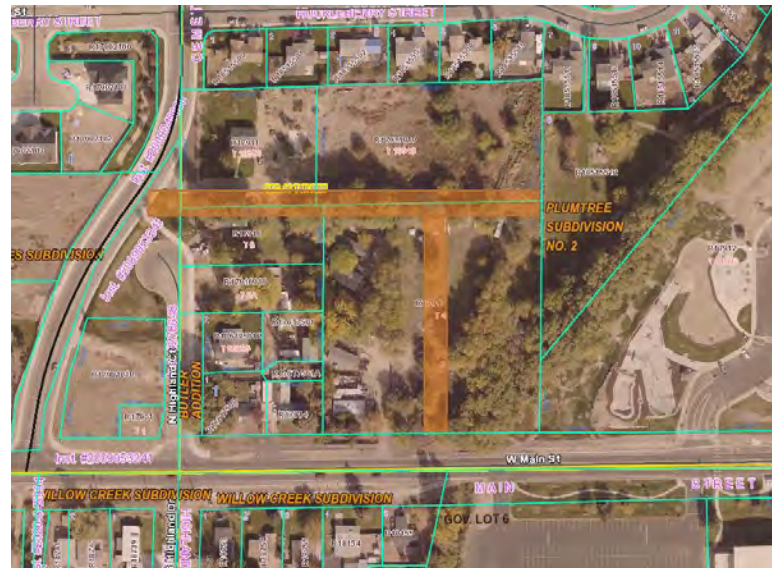
- F. City Services:** City water is located on the east side of Cemetery Road, making water service very accessible to the project. City Sewer is already located down the center of the project site.

- G. Traffic, Access & Streets:**

Access to the Project site is via a 30' wide cross-access easement that runs from Cemetery Road across another Hawthorn Subdivision lot to the Project parcel. The easement is ample size to fit a 25' wide local half-road that Middleton requires for access and circulation. Applicant's proposed preliminary plat appropriately shows the local  $\frac{1}{2}$  road. Applicant will also dedicate the 25' right of way to the City, making it a public road. The other half of the 50' local road may be completed in the future if the



property to the south is redeveloped for commercial use or other high density use. In other words, the local road in Piccadilly Square will help provide future north/south access for any future development to the south. See concept below.



The preliminary plat also contains two “private lanes”, which are permitted by the Middleton City Code so long as the lanes are not used to access more than 3 residential lots. (See private lanes highlighted in yellow below.) The two private lanes will also serve as turn-arounds for fire truck access in the event of a fire. Applicant is required to grant cross-access easements for the two private lanes to ensure there is public access to the drive lanes. The Homeowners Association will be responsible for maintaining and repairing the two private drives.



Finally, applicant has been required to improve the existing approach off of Cemetery Road, and the improvements are shown on the preliminary plat above.

City Engineer has approved all of the road improvements discussed above.

- H. **Sidewalks, Pathway & Open Space:** There will be a 5' wide attached sidewalk that will span along the north side of the public street. There are no additional pathways planned for the small project.

Applicant requested an exemption from the 5% Open Space requirement of MCC 5-4-10-10 because the project is a small infill project with a difficult layout and because of the close proximity to Piccadilly Park. The Planning & Zoning Commission approved that variance request at the March 8, 2021 Public Hearing.

- I. **Stormdrain and Pressurized Irrigation:** Stormdrain facilities and pressurized irrigation are provided outside the dedicated right of way. The HOA will be solely responsible for maintaining both.

- J. **Middleton Rural Fire District:** The subject property is in the Middleton Rural Fire District. The District has reviewed and approved the preliminary plat submitted. See Fire District comments in the City Council Packet.

- K. **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.

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

- M. **Comments from Agencies:** 1/29/2021 comments from the Middleton Rural Fire District. (Copies of the comments can be found in the City Council Packet.)

- N. **Comments from City Engineer, Planning Staff & Floodplain Administrator:** Copies of City Engineer comments dated 2/17/2021 and March 22, 2021, Planning Staff comments dated 2/18/2021, and Floodplain Administrator's comments dated 3/1/2021 are in the City Council packet.

**O. Applicant Information:** Application was received and accepted on January 19, 2021. The Applicant/Owner is Debbie Hundoble (Hundoble Family Trust), P.O. Box 609, Middleton ID 83644 (208) 488-0615.

<b>P. Notices &amp; Neighborhood Meeting:</b>	<b>Dates:</b>
Newspaper Notification	03/21/2021
Radius notification mailed to Adjacent landowners within 300'	03/17/2021
Circulation to Agencies	03/18/2021
Sign Posting property	03/19/2021
Neighborhood Meeting	01/04/2021 and 01/05/2021

**Q. 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.

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

The Planning & Zoning Commission recommended approval of the Piccadilly Square preliminary plat with the following recommended 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. All City Engineer review comments are to be completed and approved.
3. All Planning Staff review comments are to be completed and approved.
4. All Floodplain Administrator review comments are to be completed and approved.
5. All requirements of the Middleton Rural Fire District are to be completed and approved.
6. Applicant to construct, at its own cost, the half road that is shown as a public right of way on the preliminary plat.

Prepared by Middleton City Planner, Robert Stewart

Dated: March 29, 2021





PLAT OF  
THE CROSSING AT MEADOW PARK SUBDIVISION NO. 2 – PHASE 1

BOOK \_\_\_\_\_, PAGE \_\_\_\_\_

A REPLAT OF A PORTION OF LOT 4, BLOCK 2, OF THE AMENDED PLAT OF THE CROSSING AT  
MEADOW PARK SUBDIVISION NO. 1 RECORDED IN BOOK 45, PAGE 21

LOCATED IN THE NE 1/4 OF THE NW 1/4 SECTION 31, T.5N, R.2W, B.M.

CITY OF MIDDLETON, CANYON COUNTY, IDAHO

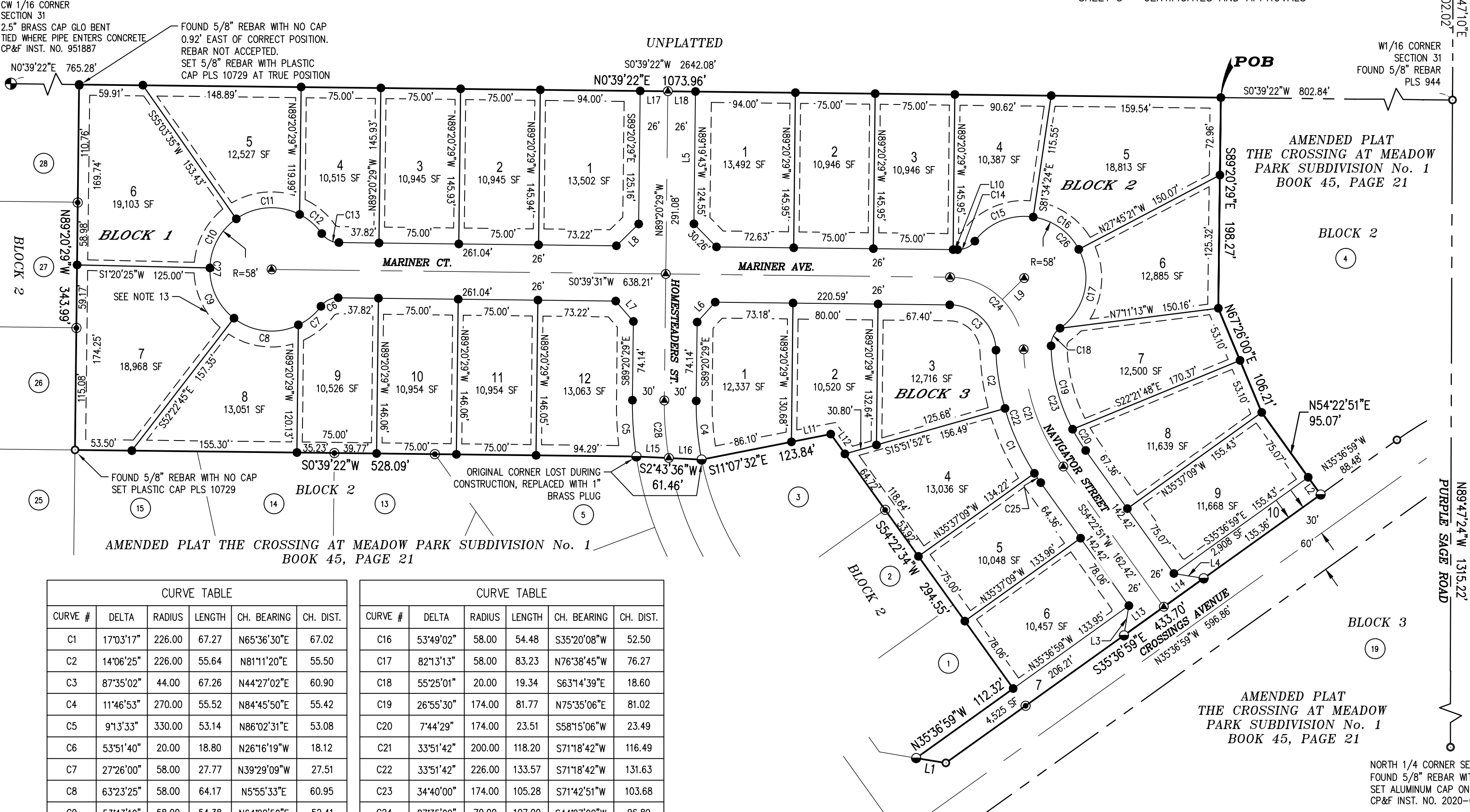
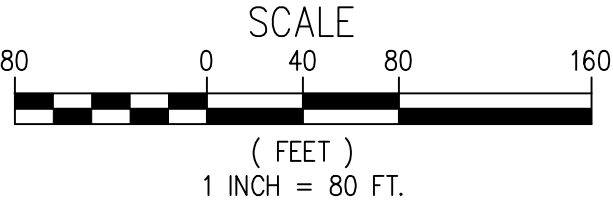
2021

SHEET INDEX

SHEET 1 – SUBDIVISION PLAT & CURVE TABLE

SHEET 2 – CERTIFICATE OF OWNERS

SHEET 3 – CERTIFICATES AND APPROVALS



CURVE TABLE					
CURVE #	DELTA	RADIUS	LENGTH	CH. BEARING	CH. DIST.
C1	17°03'17"	226.00	67.27	N65°36'30"E	67.02
C2	14°06'25"	226.00	55.64	N81°11'20"E	55.50
C3	87°35'02"	44.00	67.26	N44°27'02"E	60.90
C4	11°46'53"	270.00	55.52	N84°45'50"E	55.42
C5	9°13'33"	330.00	53.14	N86°02'31"E	53.08
C6	53°51'40"	20.00	18.80	N26°16'19"W	18.12
C7	27°26'00"	58.00	27.77	N39°29'09"W	27.51
C8	63°23'25"	58.00	64.17	N5°55'33"E	60.95
C9	53°43'10"	58.00	54.38	N64°28'50"E	52.41
C10	53°43'10"	58.00	54.38	S61°48'00"E	52.41
C11	62°01'37"	58.00	62.79	S3°55'37"E	59.77
C12	27°26'00"	58.00	27.77	S40°48'12"W	27.51
C13	53°51'40"	20.00	18.80	S27°35'21"W	18.12
C14	53°51'40"	20.00	18.80	S26°16'19"E	18.12
C15	61°37'46"	58.00	62.39	S22°23'16"E	59.42

CURVE TABLE					
CURVE #	DELTA	RADIUS	LENGTH	CH. BEARING	CH. DIST.
C16	53°49'02"	58.00	54.48	S35°20'08"W	52.50
C17	82°13'13"	58.00	83.23	N76°38'45"W	76.27
C18	55°25'01"	20.00	19.34	S63°14'39"E	18.60
C19	26°55'30"	174.00	81.77	N75°35'06"E	81.02
C20	7°44'29"	174.00	23.51	S58°15'06"W	23.49
C21	33°51'42"	200.00	118.20	S71°18'42"W	116.49
C22	33°51'42"	226.00	133.57	S71°18'42"W	131.63
C23	34°40'00"	174.00	105.28	S71°42'51"W	103.68
C24	87°35'02"	70.00	107.00	S44°27'02"W	96.89
C26	197°40'01"	58.00	200.10	S45°37'51"W	114.62
C27	287°43'21"	58.00	291.26	S89°20'29"E	68.41
C28	10°22'22"	300.00	54.31	S85°28'06"W	54.24

REFERENCES

R1) AMENDED PLAT OF THE CROSSING AT MEADOW PARK SUBDIVISIONS NO. 1, BOOK 45, PAGE 21, INSTRUMENT NO. 2016-025886, RECORDS OF CANYON COUNTY, IDAHO.

R2) RECORD OF SURVEY NO. 2005070747, RECORDS OF CANYON COUNTY, IDAHO.

R3) RECORD OF SURVEY NO. 2005072041, RECORDS OF CANYON COUNTY, IDAHO.

R4) RECORD OF SURVEY NO. 2006076614, RECORDS OF CANYON COUNTY, IDAHO.

LEGEND

- FOUND MONUMENT AS NOTED
- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP, PLS 9366, UNLESS OTHERWISE NOTED
- FOUND 1/2" REBAR/CAP PLS 9366 UNLESS OTHERWISE NOTED
- SET 5/8" REBAR WITH YELLOW PLASTIC CAP, MARKED "NV5 PLS 10729"
- SET 1" BERTNSEN BRASS PLUG W/ MAGNETIC INSERT MARKED "WHPACIFIC 10729"
- SET 5/8" REBAR WITH 2" ALUMINUM CAP, PLS 10729

- SUBDIVISION BOUNDARY LINE
- RIGHT-OF-WAY LINE
- RIGHT-OF-WAY CENTERLINE
- INTERIOR LOT LINE
- EASEMENT LINE
- SECTION/ALIQUOT LINE
- EXISTING PARCEL LINE
- POINT OF BEGINNING

LOT NUMBER WITHIN AMENDED PLAT CROSSING AT MEADOW PARK SUBDIVISION NO. 1

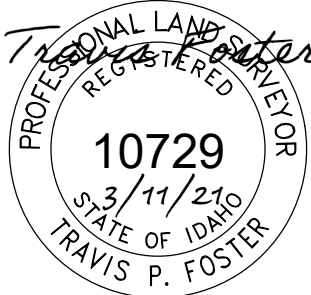
NOTES

- DIRECT LOT ACCESS TO CROSSINGS AVENUE IS PROHIBITED UNLESS SPECIFICALLY ALLOWED BY THE CITY OF MIDDLETON.
- IRRIGATION WATER HAS BEEN PROVIDED BY BLACK CANYON IRRIGATION DISTRICT IN COMPLIANCE WITH IDAHO CODE 31-3805(b). LOTS WITHIN THE SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS AND WILL BE OBLIGATED FOR ALL IRRIGATION ASSESSMENTS, FROM BLACK CANYON IRRIGATION DISTRICT.
- ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE REGULATIONS IN EFFECT AT THE TIME OF THE RE-SUBDIVISION.
- MAINTENANCE OF ANY IRRIGATION OR DRAINAGE PIPE OR DITCH CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE ENTITY.
- LOT 10, BLOCK 2 AND LOT 7, BLOCK 3 ARE COMMON LOTS TO BE USED FOR OPEN SPACE AND ARE SUBJECT TO A BLANKET PUBLIC UTILITY AND STORM WATER MANAGEMENT EASEMENT, AND SHALL BE OWNED AND MAINTAINED BY THE CROSSING AT MEADOW PARK SUBDIVISION HOMEOWNERS ASSOCIATION. THESE LOTS CANNOT BE DEVELOPED FOR RESIDENTIAL PURPOSES IN THE FUTURE. ALL COMMON LOTS ARE SUBJECT TO A BLANKET PUBLIC UTILITY EASEMENT.
- ALL LOTS SHALL HAVE A 15' WIDE EASEMENT FOR PUBLIC UTILITIES AND CITY STORM WATER MANAGEMENT ADJACENT TO ROAD RIGHTS OF WAY, A 10' WIDE PUBLIC UTILITY, DRAINAGE, AND IRRIGATION EASEMENT ADJACENT TO THE SUBDIVISION BOUNDARY AND REAR LOT LINES, AND A 5' PUBLIC UTILITY, DRAINAGE, AND IRRIGATION EASEMENT ALONG INTERIOR LOT LINES. IRRIGATION AND LOT DRAINAGE CANNOT CO-LOCATE INTO THE FRONT LOT EASEMENT AREA.
- ANY FENCES, LANDSCAPING OR ANY OTHER STRUCTURES INSTALLED IN AN EASEMENT AREA MAY BE REMOVED BY THE CITY OF MIDDLETON AND UTILITY COMPANIES AND REPLACED AT THE LANDOWNERS EXPENSE.
- BUILDING SETBACKS AND DIMENSIONAL STANDARDS SHALL BE IN COMPLIANCE WITH CITY OF MIDDLETON STANDARDS AND ZONING REGULATIONS AT THE TIME OF BUILDING PERMIT ISSUANCE.

SURVEYORS NARRATIVE

THIS SUBDIVISION IS BEING PLATTED AT THE REQUEST OF THE OWNER, PROVIDENCE PROPERTIES, LLC. THIS SUBDIVISION IS A PHASE IN THE OVERALL MASTERPLAN DEVELOPMENT. IT IS A REPLAT OF A PORTION OF LOT 4, BLOCK 2 AND SAID LOT ESTABLISHED THE BOUNDARIES ON THE WEST, SOUTH, AND EAST. THE NORTH BOUNDARY WAS ESTABLISHED AS DESIGNATED ON SAID MASTERPLAN. THE BOUNDARIES WERE ALL DETERMINED FROM LOCATED MONUMENT AND RECORD INFORMATION FROM SAID SUBDIVISION AND RECORDS OF SURVEY.

THE REMAINDER OF THE PLAT AS SHOWN WAS DEVELOPED IN COLLABORATION WITH SAID OWNER AND THE ENGINEERING DESIGN TEAM AT WHPACIFIC.



**WHPacific**

690 S. Industry Way, Ste. 10 An NV5 Company  
Meridian, ID 83642  
208-342-5400 Fax 208-342-5353  
www.whpacific.com

P:\PROVIDENCE PROPERTIES, LLC\229120-8000152.00\EXECUTION\DRAWINGS\SURVEY\B000152\_VX-NO. 2 - PHASE 1 PLAT.DWG 1/11/2017 2:55 PM

PLAT OF  
THE CROSSING AT MEADOW PARK  
SUBDIVISION NO. 2 – PHASE 1

BOOK \_\_\_\_\_, PAGE \_\_\_\_\_

CERTIFICATE OF OWNERS

Know all men by this presents: That the undersigned are the owners of the property described as follows and intend to include said property in this plat: A parcel of land being a portion of Lot 4, Block 2, of the Amended Plat The Crossing at Meadow Park Subdivision no. 1, recorded in Book 45, Page 21 (Instrument No. 2016-025886) in the records of Canyon County located in Section 31, Township 5 North, Range 2 West, Boise Meridian, City of Middleton, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the West 1/16th corner on the North line of said Section 31, monumented by a 5/8" rebar and cap stamped "PLS 944", from which the North 1/4 corner of said Section 31, monumented by a 5/8" rebar and aluminum cap, (Corner Record 2020-034331), bears South 89°47'24" East, a distance to 1315.22 feet;

Thence South 00°39'22" West, coincident with the West 1/16th line of said Section 31 also coincident with the westerly boundary of said Amended Plat, a distance of 802.84 feet to the POINT OF BEGINNING;

Thence, leaving said West 1/16th line, South 89°20'29" East, a distance of 198.27 feet;

Thence North 67°26'00" East, a distance of 106.21 feet;

Thence North 54°22'51" East, a distance of 95.07 feet, to a point on the westerly right of way line of Crossings Ave. as platted in said Amended Plat;

Thence South 35°36'59" East, coincident with said westerly right of way line, a distance of 433.70 feet;

Thence South 09°23'17" West, continuing coincident with said westerly right of way line, a distance of 28.28 feet, to the southeasterly corner common to Lots 1 and 4, Block 2, of said Amended Plat;

Thence North 35°36'59" West, coincident with the boundary common to said Lots 1 and 4, a distance of 112.32 feet, to the northerly corner of said Lot 1;

Thence South 54°22'34" West, coincident with the northerly boundary of Lots 1, 2, 3, Block 2 of said Amended Plat, a distance of 294.55;

Thence South 11°07'32" East, coincident with the westerly boundary of said Lot 3, a distance of 123.84 feet, to the southerly corner of said Lot 3;

Thence South 02°43'36" West, a distance of 61.46 feet, to the northwesterly corner of Lot 5, Block 2 of said Amended Plat;

Thence South 00°39'22" West, coincident with the westerly boundary of Lots 5, 13, 14, and 15 of said Amended Plat, a distance of 528.09 feet to the corner common to Lots 15, 25, and 26, Block 2 of said Amended Plat;

Thence North 89°20'29" West, coincident with the northerly boundary of Lots 26, 27, and 28, Block 2, of said Amended Plat, a distance of 343.99 feet to the northeasterly corner of said Lot 28, also being a point on the West 1/16th line of said Section 31, and a point on the westerly boundary of said Amended Plat;

Thence North 00°39'22" East, coincident with said 1/16th line and said westerly boundary, a distance of 1,073.96 feet, to the POINT OF BEGINNING.

The above described parcel contains 429,818 square feet or 9.87 acres, more or less.

It is the intention of the undersigned to hereby include the above described property in this plat and to dedicate to the public, the public streets as shown on this plat. The easements indicated on said plat are not dedicated to the public. However, the right to use said easements is perpetually reserved for public utilities and for such other uses as designated hereon and no permanent structure other than for such utility purposes are to be erected within the limits of said easements. All of the lots in this subdivision will receive water service from the City of Middleton which has agreed in writing to serve all lots.

In witness whereof we have hereunto set our hands this 16<sup>th</sup> day of July, 2020.

Providence Properties, LLC

Mitchell S. Armuth,  
Mitchell S. Armuth, Authorized Agent

ACKNOWLEDGMENT

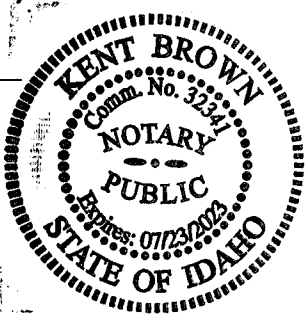
STATE OF IDAHO }  
COUNTY OF CANYON } SS

On this 16<sup>th</sup> day of July, in the year 2020, before

me ~~Mitchell S. Armuth~~ Kent Brown, a Notary Public in and for said State, personally appeared Mitchell S. Armuth, known or identified to me to be the Authorized Agent of Providence Properties, LLC, that executed the instrument or the person who executed the instrument on behalf of said LLC, and acknowledged to me that such LLC executed the same.

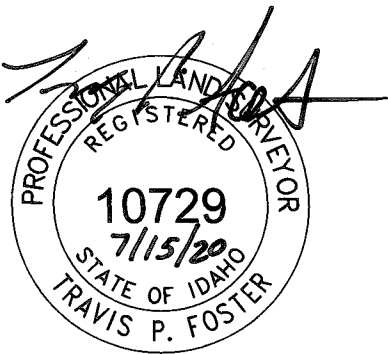
In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Kent Brown  
Notary Public for Idaho  
July 23, 2023  
My commission expires



CERTIFICATE OF SURVEYOR

I, Travis P. Foster, am a registered professional land surveyor licensed by the state of Idaho, and do hereby certify that this plat, as described in the "Certificate of Owners", was drawn from an actual survey made on the ground under my direct supervision and accurately represents the points platted thereon, in conformity with the state of Idaho codes relating to plats, surveys and the corner perpetuation and filing act, Idaho Code 55-1601 through 55-1612.



**WHPacific**

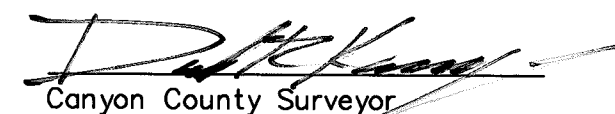
690 S. Industry Way, Ste. 10 An NV5 Company  
Meridian, ID 83642  
208-342-5400 Fax 208-342-5353  
www.whpacific.com

PLAT OF  
THE CROSSING AT MEADOW PARK  
SUBDIVISION NO. 2 - PHASE 1

BOOK \_\_\_\_\_, PAGE \_\_\_\_\_

CERTIFICATE OF COUNTY SURVEYOR

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

  
Canyon County Surveyor  
DAVID R. KINSER PE/PLS 2659

7/23/20  
Date

APPROVAL OF CITY ENGINEER

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

\_\_\_\_\_  
Middleton City Engineer

\_\_\_\_\_  
Date

CERTIFICATE OF COUNTY TREASURER

I, the undersigned, County Treasurer in and for the County of Canyon, State of Idaho, per the requirements of Idaho Code, Title 50, Chapter 13, Section 50-1308, do hereby certify that any and all current and/or delinquent County Property Taxes for the property included in this proposed subdivision have been paid in full. This certificate is valid for the next thirty (30) days only.

\_\_\_\_\_  
Canyon County Treasurer

\_\_\_\_\_  
Date

APPROVAL OF CITY COUNCIL

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

\_\_\_\_\_  
City Clerk, Middleton, Idaho

SANITARY RESTRICTIONS

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

  
Health District Signature

8-11-2020  
Date

CERTIFICATE OF COUNTY RECORDER

INSTRUMENT NO. \_\_\_\_\_

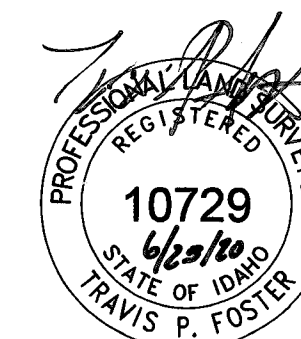
STATE OF IDAHO }  
COUNTY OF CANYON } SS

I Hereby certify that this instrument was filed at the request of \_\_\_\_\_  
\_\_\_\_\_ at \_\_\_\_\_ minutes past \_\_\_\_\_ O'clock \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in my office and was  
duly recorded in Book \_\_\_\_\_ of Plats at Pages \_\_\_\_\_ and \_\_\_\_\_

\_\_\_\_\_  
Deputy

\_\_\_\_\_  
EX-OFFICIO RECORDER

FEE: \_\_\_\_\_



**WHPacific**  
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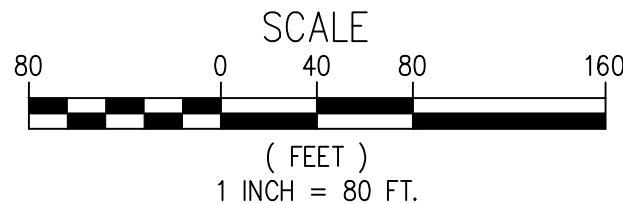
PLAT OF  
THE CROSSING AT MEADOW PARK SUBDIVISION NO. 2 – PHASE 2

BOOK \_\_\_\_\_, PAGE \_\_\_\_\_

A REPLAT OF A PORTION OF LOT 19, BLOCK 3, OF THE AMENDED PLAT OF THE CROSSING AT  
MEADOWPARK SUBDIVISION NO. 1 RECORDED IN BOOK 45, PAGE 21,  
LOCATED IN THE NE1/4 OF THE NW1/4 OF SECTION 31, T.5N., R.2W., B.M.

CITY OF MIDDLETON, CANYON COUNTY, IDAHO  
2021

N



BASIS OF BEARING IS GRID NORTH, IDAHO STATE PLANE  
COORDINATE SYSTEM, WEST ZONE,  
NORTH 89°47'24" WEST BETWEEN THE WEST 1/16TH CORNER  
AND THE NORTH 1/4 CORNER OF SECTION 31

LEGEND

- FOUND MONUMENT AS NOTED
- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP,  
PLS 9366, UNLESS OTHERWISE NOTED
- SET 5/8" REBAR WITH YELLOW PLASTIC CAP,  
PLS 10729
- SET 5/8" REBAR WITH 2" ALUMINUM CAP,  
PLS 10729
- SET 1" BERNTSEN BRASS PLUG WITH MAGNETIC  
INSERT MARKED "WHPACIFIC 10729"
- SUBDIVISION BOUNDARY LINE
- RIGHT-OF-WAY LINE
- RIGHT-OF-WAY CENTERLINE
- INTERIOR LOT LINE
- EASEMENT LINE
- SECTION/ALIQUOT LINE
- EXISTING PARCEL LINE
- POINT OF BEGINNING
- LOT NUMBER WITHIN AMENDED PLAT CROSSING  
AT MEADOW PARK SUBDIVISION

NOTES

1) DIRECT LOT ACCESS TO CROSSINGS AVENUE IS PROHIBITED UNLESS SPECIFICALLY ALLOWED BY THE CITY OF MIDDLETON.

2) IRRIGATION WATER HAS BEEN PROVIDED BY BLACK CANYON IRRIGATION DISTRICT IN COMPLIANCE WITH IDAHO CODE 31-3805(b). LOTS WITHIN THE SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS AND WILL BE OBLIGATED FOR ALL IRRIGATION ASSESSMENTS, FROM BLACK CANYON IRRIGATION DISTRICT.

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4) MAINTENANCE OF ANY IRRIGATION OR DRAINAGE PIPE OR DITCH CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE ENTITY.

5) LOT 1, BLOCK 4 AND LOT 1, BLOCK 6 ARE COMMON LOTS TO BE USED FOR OPEN SPACE AND ARE SUBJECT TO A BLANKET PUBLIC UTILITY AND STORM WATER MANAGEMENT EASEMENT, AND SHALL BE OWNED AND MAINTAINED BY THE CROSSING AT MEADOW PARK SUBDIVISION HOMEOWNERS ASSOCIATION. THESE LOTS CANNOT BE DEVELOPED FOR RESIDENTIAL PURPOSES IN THE FUTURE. ALL COMMON LOTS ARE SUBJECT TO A BLANKET PUBLIC UTILITY EASEMENT.

6) ALL LOTS SHALL HAVE A 15' WIDE EASEMENT FOR PUBLIC UTILITIES AND CITY STORMWATER MANAGEMENT ADJACENT TO ROAD RIGHTS OF WAY, A 10' WIDE PUBLIC UTILITY, DRAINAGE, AND IRRIGATION EASEMENT ADJACENT TO THE SUBDIVISION BOUNDARY AND REAR LOT LINES, AND A 5' PUBLIC UTILITY, DRAINAGE, AND IRRIGATION EASEMENT ALONG INTERIOR LOT LINES, IRRIGATION AND LOT DRAINAGE CANNOT CO-LOCATE INTO THE FRONT LOT EASEMENT AREA.

7) ANY FENCES, LANDSCAPING OR ANY OTHER STRUCTURES INSTALLED IN AN EASEMENT AREA MAY BE REMOVED BY THE CITY OF MIDDLETON AND UTILITY COMPANIES AND REPLACED AT THE LANDOWNERS EXPENSE.

8) BUILDING SETBACKS AND DIMENSIONAL STANDARDS SHALL BE IN COMPLIANCE WITH CITY OF MIDDLETON STANDARDS AND ZONING REGULATIONS AT THE TIME OF BUILDING PERMIT ISSUANCE.

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R4) RECORD OF SURVEY NO. 2006076614, RECORDS OF CANYON COUNTY, IDAHO.

LINE TABLE			LINE TABLE		
LINE #	BEARING	DIST.	LINE #	BEARING	DIST.
L1	S3°02'46"W	9.80	L11	S54°22'51"W	21.09
L2	N80°37'00"W	28.28	L12	S34°47'51"W	14.95
L3	S34°47'38"W	17.22	L13	N54°22'51"E	4.79
L4	S80°43'05"E	28.23	L14	S55°12'22"E	23.90
L5	S9°28'16"W	28.24	L15	S35°36'59"E	45.93
L6	N79°47'44"E	29.39	L16	S35°36'59"E	45.94
L7	N1°35'21"W	23.60	L17	S1°51'06"E	43.45
L8	N73°05'07"E	24.21	L18	S1°51'06"E	39.65
L9	N10°11'23"W	29.39	L19	S85°34'23"E	27.06
L10	N54°22'51"E	20.00	L20	S85°34'22"E	26.74

CURVE TABLE					
CURVE #	DELTA	RADIUS	LENGTH	CH. BEARING	CH. DIST.
C1	70°24'47"	250.00	307.23	S89°35'14"W	288.26
C2	10°05'56"	300.00	52.88	S39°50'49"W	52.81
C3	15°43'11"	155.00	42.53	S26°56'15"W	42.39
C4	70°24'47"	224.00	275.28	S89°35'14"W	258.28
C5	70°24'47"	276.00	339.19	S89°35'14"W	318.24
C6	12°40'41"	129.00	28.54	N28°27'30"E	28.49
C7	17°51'38"	181.00	56.42	N25°52'02"E	56.19
C8	14°07'30"	276.00	68.04	N61°26'36"E	67.87
C9	15°10'46"	276.00	73.12	N76°05'44"E	72.91
C10	14°22'55"	276.00	69.28	S89°07'26"E	69.10
C11	13°28'41"	276.00	64.93	S75°11'38"E	64.78
C12	13°14'55"	276.00	63.82	S61°49'50"E	63.68

CURVE TABLE					
CURVE #	DELTA	RADIUS	LENGTH	CH. BEARING	CH. DIST.
C13	4°59'54"	224.00	19.54	S56°52'48"W	19.54
C14	46°04'15"	224.00	180.12	S82°24'53"W	175.30
C15	19°20'37"	224.00	75.62	N64°52'41"W	75.27
C16	3°46'05"	270.00	17.76	N36°40'53"E	17.75
C17	14°49'18"	330.00	85.37	N42°12'30"E	85.13
C18	35°43'52"	20.50	12.78	S37°20'26"E	12.58
C19	137°32'14"	58.00	139.23	S88°14'37"E	108.13
C20	101°38'25"	58.00	102.89	N72°29'19"W	89.92
C21	68°06'09"	20.50	24.37	N89°15'27"W	22.96
C22	47°58'54"	58.00	48.57	S43°27'57"E	47.16
C23	89°33'21"	58.00	90.66	N67°45'56"E	81.71

SURVEYORS NARRATIVE

THIS SUBDIVISION IS BEING PLATTED AT THE REQUEST OF THE OWNER, PROVIDENCE PROPERTIES, LLC. THIS SUBDIVISION IS ANOTHER PHASE IN THE OVERALL MASTERPLAN DEVELOPMENT. IT IS A REPLAT OF A PORTION OF LOT 19, BLOCK 3 OF THE AMENDED PLAT OF THE CROSSING AT MEADOW PARK SUBDIVISION NO. 1. SAID LOT 19 ESTABLISHED THE BOUNDARIES ON THE WEST, SOUTH, AND EAST. THE NORTH LINE IS ESTABLISHED BY THAT BOUNDARY DESIGNATED ON SAID MASTERPLAN. THE BOUNDARIES WERE ALL DETERMINED FROM LOCATED MONUMENTATION AND RECORD INFORMATION FROM SAID SUBDIVISION AND RECORDS OF SURVEY.

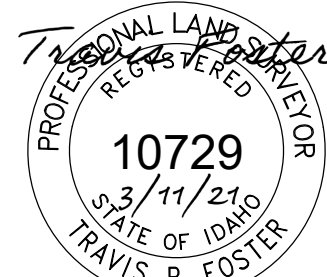
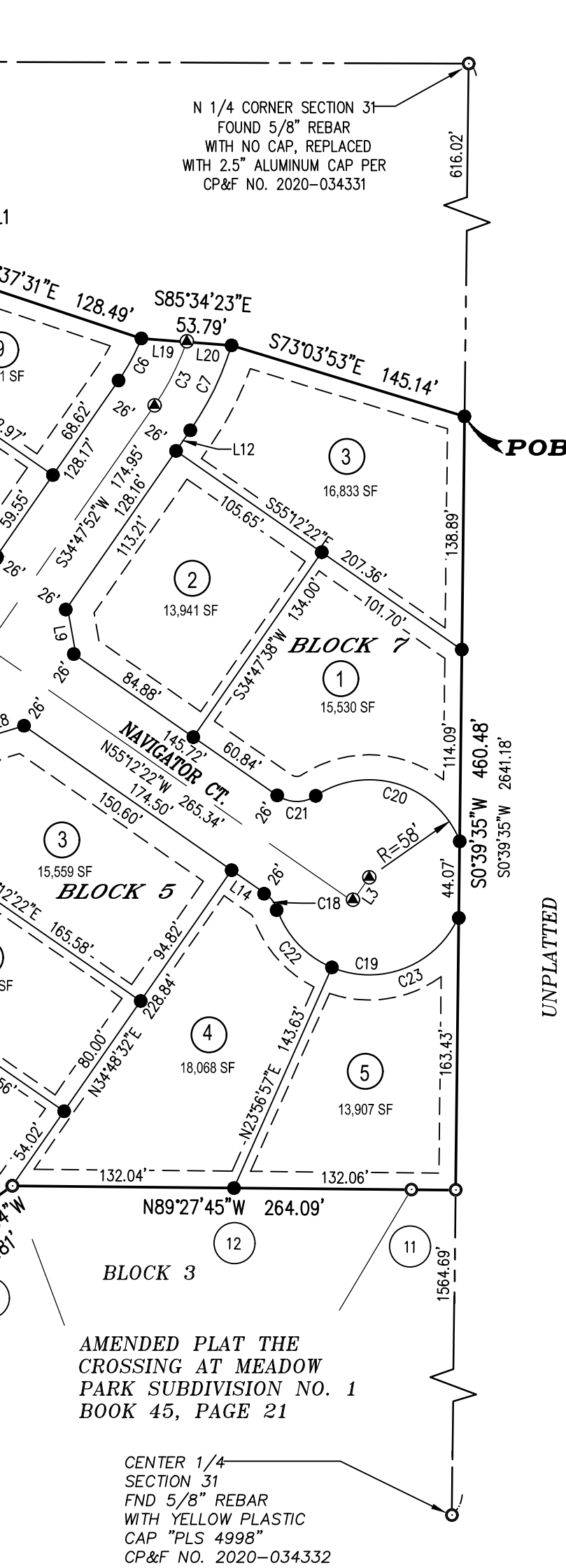
THE REMAINDER OF THE PLAT AS SHOWN WAS DEVELOPED IN COLLABORATION WITH SAID OWNER AND THE ENGINEERING DESIGN TEAM AT NVS.

SHEET INDEX

SHEET 1 – SUBDIVISION PLAT & CURVE TABLE

SHEET 2 – CERTIFICATE OF OWNERS

SHEET 3 – CERTIFICATES AND APPROVALS



NVI5

690 S. Industry Way, Ste. 10  
Meridian, ID 83642  
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www.whpacific.com

PLAT OF  
THE CROSSING AT MEADOW PARK  
SUBDIVISION NO. 2 – PHASE 2

BOOK \_\_\_\_\_, PAGE \_\_\_\_\_

CERTIFICATE OF OWNERS

Know all men by this present: That the undersigned are the owners of the property described as follows and intend to include said property in the plat: A parcel of land being a portion of Lot 19, Block 3, of the Amended Plat The Crossing at Meadow Park Subdivision no. 1, recorded in Book 45, Page 21 (instrument no. 2016-025886) in the records of Canyon County located in Section 31, Township 5 North, Range 2 West, Boise Meridian, City of Middleton, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the North 1/4 corner of said Section 31, monumented by a 5/8" rebar with aluminum cap, (Corner Record 2020-034331), from which the West 1/16th corner on the North line of said Section 31, monumented by a 5/8" rebar with a yellow plastic cap marked PLS 944, bears North 89°47'24" West, a distance of 1315.22 feet;

Thence South 00°39'35" West, coincident with the Center Section line of said Section 31, also being the easterly boundary line of said Amended Plat, a distance of 616.02 feet, the POINT OF BEGINNING;

Thence South 00°39'35" West, continuing coincident with said Center Section line and said easterly boundary line, a distance of 460.48 feet, to the Northeast corner of Lot 11, Block 3, of said Amended Plat;

Thence North 89°27'45" West, coincident with the northerly boundary of Lots 11 and 12, Block 3 of said Amended Plat, a distance of 264.09 feet, to the northwest corner of said Lot 12;

Thence South 54°22'34" West, coincident with the northerly boundary of Lot 13, Block 3, of said Amended Plat, a distance of 74.81 feet, to the northerly corner of Lot 14, Block 3 of said Amended Plat;

Thence North 40°22'53" West, coincident with the northeasterly boundary of Lot 18, Block 3, a distance of 156.68 feet, to the northerly corner of said Lot 18;

Thence North 01°51'05" West, a distance of 83.10 feet, to the easterly corner of Lot 20, Block 3, of said Amended Plat;

Thence North 51°26'40" West, coincident with the northeasterly boundary of said Lot 20, a distance of 131.71 feet, to the northerly corner of said Lot 20;

Thence South 54°22'51" West, coincident with the northwesterly boundary of Lots 20 and 21, Block 3, of said Amended Plat, a distance of 175.24 feet, to the westerly corner of said Lot 21;

Thence South 35°36'59" East, coincident with the southwesterly boundary of said Lot 21, a distance of 112.34 feet, to the southwesterly corner common to Lots 21 and 19, Block 3, of said Amended Plat, also being a point on the easterly right of way of Crossings Avenue, as platted on said Amended Plat;

Thence North 80°37'00" West, coincident with said easterly right of way line, a distance of 28.28 feet;

Thence North 35°36'59" West, continuing coincident with easterly right of way, a distance of 412.34 feet;

Thence, leaving said easterly right of way, North 54°22'51" East, a distance of 104.90 feet;

Thence North 65°15'23" East, a distance of 76.37 feet;

Thence North 72°46'59" East, a distance of 225.03 feet;

Thence North 81°34'58" East, a distance of 76.38 feet;

Thence South 88°22'13" East, a distance of 123.46 feet;

Thence South 03°02'46" West, a distance of 9.80 feet;

Thence South 71°37'31" East, a distance of 128.49 feet;

Thence South 85°34'23" East, a distance of 53.79 feet;


Thence South 73°03'53" East, a distance of 145.14 feet, to the POINT OF BEGINNING.

The above described parcel contains 348,643 square feet or 8.00 acres, more or less.

It is the intention of the undersigned to hereby include the above described property in this plat and to dedicate to the public, the public streets as shown on this plat. The easements indicated on said plat are not dedicated to the public. However, the right to use said easements is perpetually reserved for public utilities and for such other uses as designated hereon and no permanent structure other than for such utility purposes are to be erected within the limits of said easements. All of the lots in this subdivision will receive water service from the City of Middleton which has agreed in writing to serve all lots.

In witness whereof we have hereunto set our hands this 29<sup>th</sup> day of June, 2020.

Providence Properties, LLC

  
Mitchell S. Armuth, Authorized Agent

ACKNOWLEDGMENT

STATE OF IDAHO }  
COUNTY OF CANYON } SS

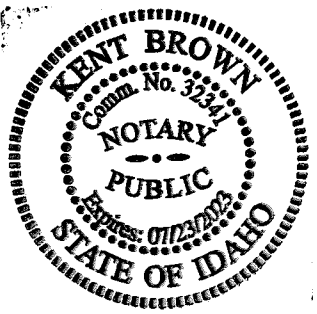
On this 29<sup>th</sup> day of June, in the year 2020, before

me Kent Brown, a Notary Public in and for said State, personally appeared Mitchell S. Armuth, known or identified to me to be the Authorized Agent of Providence Properties, LLC, that executed the instrument or the person who executed the instrument on behalf of said LLC, and acknowledged to me that such LLC executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

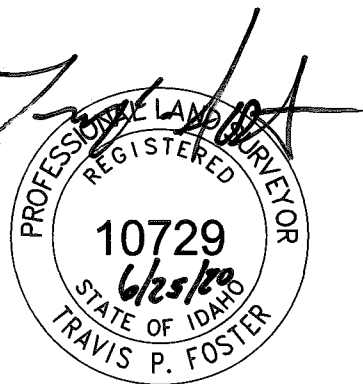
  
Notary Public for Idaho

July 23, 2020  
My commission expires



CERTIFICATE OF SURVEYOR

I, Travis P. Foster, am a registered professional land surveyor licensed by the state of Idaho, and do hereby certify that this plat, as described in the "Certificate of Owners", was drawn from an actual survey made on the ground under my direct supervision and accurately represents the points platted thereon, in conformity with the state of Idaho codes relating to plats, surveys and the corner perpetuation and filing act, Idaho Code 55-1601 through 55-1612.



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PLAT OF  
THE CROSSING AT MEADOW PARK  
SUBDIVISION NO. 2 - PHASE 2

BOOK \_\_\_\_\_, PAGE \_\_\_\_\_

CERTIFICATE OF COUNTY SURVEYOR

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

  
Canyon County Surveyor  
Date 8/26/20  
DAVID R. KINZER PE/PLS 2659

APPROVAL OF CITY ENGINEER

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

\_\_\_\_\_  
Middleton City Engineer  
Date \_\_\_\_\_

CERTIFICATE OF COUNTY TREASURER

I, the undersigned, County Treasurer in and for the County of Canyon, State of Idaho, per the requirements of Idaho Code, Title 50, Chapter 13, Section 50-1308, do hereby certify that any and all current and/or delinquent County Property Taxes for the property included in this proposed subdivision have been paid in full. This certificate is valid for the next thirty (30) days only.

\_\_\_\_\_  
Canyon County Treasurer  
Date \_\_\_\_\_

APPROVAL OF CITY COUNCIL

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

\_\_\_\_\_  
City Clerk, Middleton, Idaho

CERTIFICATE OF COUNTY RECORDER

INSTRUMENT NO. \_\_\_\_\_

STATE OF IDAHO }  
COUNTY OF CANYON } SS

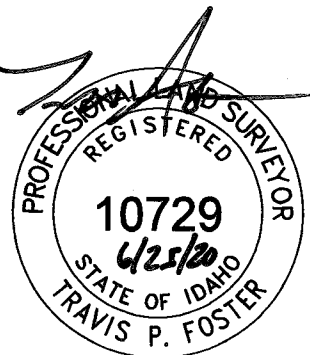
I Hereby certify that this instrument was filed at the request of \_\_\_\_\_  
\_\_\_\_\_ at \_\_\_\_\_ minutes past \_\_\_\_\_ O'clock \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in my office and was  
duly recorded in Book \_\_\_\_\_ of Plats at Pages \_\_\_\_\_ and \_\_\_\_\_

\_\_\_\_\_  
Deputy  
FEE: \_\_\_\_\_  
EX-OFFICIO RECORDER

SANITARY RESTRICTIONS

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

  
Health District Signature  
Date 9-9-2020



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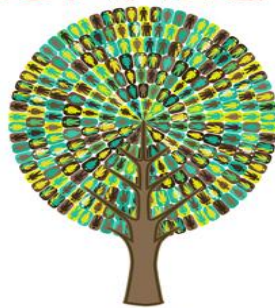


# THE CITY OF MIDDLETON

## Supplement to the Idaho Standards for Public Works Construction



MIDDLETON  
CONNECTS



ART  
HISTORY  
PARKS  
PATHWAYS &  
TECHNOLOGY

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## **INTRODUCTION**

The City of Middleton has adopted the most current edition of the Idaho Standards for Public Works Construction (ISPWC). Prior to any work or construction being accepted by the City for use by the public, the work must be completed in conformance with the ISPWC. The City has also developed construction standards in conjunction with the current edition of the ISPWC.

City standards include acceptable materials, construction practices, and other specific requirements which may not be covered under the ISPWC standards or may be supplemental to the ISPWC.

The intent of the Middleton Supplement to the ISPWC is not to conflict with the ISPWC but rather to supplement and specify construction methods, materials, sizes, and practices specific to the City of Middleton.

## **WATER**

### **1. General:**

All materials, construction, testing, and inspection shall be in accordance with the current ISPWC. Final construction plans and specifications shall be submitted to the City for review and approval prior to construction.

### **2. Fire Flow requirements:**

The water distribution system is required to draft the following minimum fire flows for new development in the City:

Residential zones      1500 gpm<sup>1</sup> for 2 hour duration

Other zones              Determined on an individual basis per International Fire Code

The City Engineer shall review the existing water system, operations and conditions, review the layout of the water infrastructure proposed for the development, and then make recommendations to the City as to the water main line size (minimum 8-inches), any additional water source needed, and/or water storage requirements.

### **3. Fire Hydrants:**

#### **A. Spacing:**

1. Hydrant spacing shall be a maximum of 600 feet in the residential zone, and shall be reviewed and approved by City staff and Middleton Rural Fire District.
2. Hydrant spacing in zones other than residential shall be determined on a case by case basis.
3. All water mains installed on cul-de-sacs or similar dead end streets shall have a hydrant located at the end of the water line;

#### **B. Materials:**

1. All fire hydrants shall be a "compression type" and shall conform to the latest edition of ANSI/AWWA C 502 Specifications. Hydrants shall have a 5 foot setting; minimum 5-1/4 inch diameter valve opening; 150 psi working

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<sup>1</sup>58.01.08 Idaho Rules for Public Drinking Water Systems

552.01.b.i. Any public water system shall be capable of providing sufficient water during maximum day demand conditions, including fire flow where provided, to maintain a minimum pressure of twenty (20) psi throughout the distribution system, at ground level, as measured at the service connection or along the property line adjacent to the consumer's premises.

pressure; one 4-1/2 inch diameter National Standard Thread pumper nozzle (equipped with a Storz fitting); and two 2-1/2 inch diameter National Standard Thread fire hose nozzles. The valve operator shall open left (counterclockwise) and be so indicated on the top casting. The hydrant shall be equipped with a breakaway traffic flange just above the ground level, a drain that automatically opens when the hydrant is closed, a 6-inch diameter supply pipe, an oil reservoir, a weather shield and nut and a bronze-to-bronze seat and ring. Manufacturer shall be Mueller, no exceptions, and painted with two coats of fire safety color red hydrant enamel.

2. Fire hydrants shall be Mueller Centurion, no exception, and painted with two coats of fire safety color red hydrant enamel.

23. Flushing hydrants or blow-offs shall be 4" if permanent, 2" if temporary and manufactured by Kupferle or equivalent per ISPWC SD-405 and approved by the City. Post hydrants are not allowed.

4. Water Pipe, Fittings and Valves:

A. Materials: All Water Pipe, Fittings, and Valves shall be in accordance with current edition of the ISPWC. Water pipe, fittings and valves shall meet the following:

1. Water Pipe:

- a. Class 52 cement-lined ductile iron pipe meeting ANSI/AWWA C151 for diameters of 6" to 64";
- b. AWWA C900 - 07 PVC DR 18 pipe for diameters up to 12";
- c. AWWA C909 - 07 PVC DR 18 for diameters larger than 12".

2. Fittings: ductile iron compact fitting ANSI/AWWA C153.

3. Valves:

- a. Ductile iron ~~flanged~~-valves ANSI/AWWA C509 or C515 - Mueller brand only.
- b. Tracer wire at all valves shall be located on the outside of the valve box and pass between the valve box and the slip top. The wire is not allowed to come into the valve box from the bottom. The

Developer shall test for continuity after installation. Test to be observed by the City.

- c. Domestic manufactured valves are required to be installed unless otherwise specifically approved by the City. Water valves manufactured by Clow are not acceptable for installation in the City's water system.
- d. Valves that are connected to the City main lines become City property. Valves shall only be operated by City personnel, per City code.

B. **Testing:** The Developer shall test water mains for pressure and absence of bacteria prior to permitting the water mains to be open to the City distribution system. City personnel shall be present during all water main testing. Failure to have City personnel present for testing is sufficient reason for requirement to re-test. Developer's engineer shall coordinate and observe testing and provide certification of testing and testing results to the City.

1. **Pressure Testing:** Water mains shall be pressure tested according to the specifications set forth in the current edition of the ISPWC. Exceptions to the ISPWC are as follows:
  - If pressure during testing drops five (5) psi or more, the test is considered to have failed even if leakage is below allowable.
  - All valves shall be exposed prior to any testing and verified by the City to be open or closed.
  - The results of the test reported to the City is gallons of leakage.
2. **Trench Compaction Testing:** Developer shall test trench compaction and testing shall be by an independent materials testing laboratory, once every 300 feet of trench with a minimum of two test locations.
3. Each hydrant shall be sampled for absence of bacteria or as otherwise approved by the City.

C. **Location:** All water line locations will be approved by the City. In cases where water pipe crosses a non-potable water line, IDAPA 58.01.08.542.07 shall be strictly observed.

- D. **Size:** Water main sizes shall be the following except when otherwise recommended by the City Engineer for fire flows or other system conditions.
    - 1. Minimum size is 8" in diameter.
    - 2. 12" diameter lines shall be placed when water mains are placed on or adjacent to section lines roads or quarter section line roads or as required in the Facility Plan.
  - E. Valve configuration shall be as follows:
    - 1. Tees shall have a valve on each branch.
    - 2. Crosses shall have valves on all legs.
  - F. **Cover:** Water mains shall have a minimum of 42" cover and a maximum cover of 60". Cover greater than 60" may be allowed where obstructions occur, but must be specifically approved by the City.
  - G. **Dead-end Water Mains:**
    - 1. Dead end mains are to be avoided whenever possible and only permitted when phased development is approved.
    - 2. Dead-end water mains to be extended shall terminate with a valve followed by at least 10 feet of water line with an end cap and thrust block.
    - 3. Dead end water mains shall have a fire hydrant or blow off within 10 feet of the termination of the main unless otherwise permitted by the City.
  - H. Contractors working in the City are not to open, close, or tamper with any valve per City code. The contractor shall notify the City when a valve needs to be opened or closed.
5. Water Services:
- A. **Service Lines:** Service lines may be polyethylene (SDR9 copper tube size (cts) or Class K copper pipe from water meter to water main with minimum three-quarter inch (3/4") diameter for single service and a minimum of one and one half inch (1 ½") diameter for double services. No splices in service line.
  - B. **Fittings:** All fittings, connections, compression connections, bushings, adapters, setters and any miscellaneous materials are to be manufactured by Mueller or Ford. Galvanized or yellow brass fittings are prohibited.
  - C. **Double Water Meter Branch:** The double water meter branch connection shall be

used for double services. The double water meter branch shall be a compression fitting (to service line) by MIP (male iron pipe).

- D. **Service Saddle:** Saddles for water mains shall be ROMAC (single stainless steel strap) for water main less than 12" in diameter OR ROMAC (double stainless steel strap) for water main greater than or equal to 12" diameter. Saddle shall be FIP (female iron pipe) thread connection.
- E. **Corporation Stop:** Corporation stops shall be three-quarter inch (3/4") for a single service line and one and one-half inch (1 1/2") for a double service line. Corporation stop is required at all main-line connections. Corporation stop shall be set so the valve is accessible from the side. Corporation stop shall be MIP (to saddle) by compression connection (to service line).
- F. **Curb Stop:** Curb stops shall be ball valve type or City approved equivalent. Curb stop shall be FIP by FIP. A curb stop is required at the base of the meter setter on the water main side.
- G. **Meter Setter Connection:** Meter setter connection shall be multi-purpose thread (to meter yoke) by MIP.
- H. **Meter Setter:** Meter setters shall be an 18" minimum Mueller #B-2404-2, three-quarter inch by three-quarter inch (3/4" x 3/4") and have a dual vertical check valve. Connections shall be multi-purpose thread. Meter setter shall be centered in the meter vault.
- I. **Customer Connection:** A meter setter connection (multi-purpose thread by compression connection) and a five (5) foot section of service line pipe shall be extended on the customer side of the meter vault with a temporary plug. A water-tight plug is required in high ground water areas.
- J. **Meter Vaults: Single Meters:** Meter vaults shall be made of 18" smooth interior corrugated HDPE pipe, ADS N-12. ~~Meter vault lids shall be Tyler type 6150 with single knockouts in place.~~ Use Nicor 12.50 Type LCX water lid-Nicor Read Right lid 12.50 top, 11.25 bottom, 0.50 top thickness, Worm Gear, threaded for two (2) Zenner adapters and including two (2) Zenner adapters. Part # 12.5PWBLKWATtdZ2-TypeLCX. Lid ring will be Tyler type 615, 45016303121.



K. Meter Vaults: Double Meters: Meter vaults shall be made of 24" smooth interior corrugated HDPE pipe, ADS N-12. Meter vault lids shall be Tyler type 6150 with single knockouts in place.

L. Location: Water services shall be located outside of right of way with the center of the can approximately 24 inches behind the ~~back of sidewalk~~property line unless otherwise approved by the City. The elevation of the meter lid shall be 0.2 ft above back of sidewalk.

L.M. Where water service is in concrete slab area or driveway, a 20-in Nicor meter box ring, part #NCUL21.75x16.375 and 16-in Nicor MB solid water lid, Worm Gear, threaded and equipped with 2 Zenner adapters part #NCUL16.0 pwith

M.N. The developer or property owner shall provide and install all materials for water services except the water meter. Water meter will be provided and installed by the City.

N.O. City public works does not inspect the service line past the meter service.

## **SANITARY SEWER:**

### **1. General:**

All materials, construction, testing, and inspection shall be in accordance to the current edition of the ISPWC.

### **2. Sanitary Sewer Pipe:**

A. Materials: Sewer pipe shall be ASTM 3034 SDR 35 PVC pipe or City approved equivalent. Trench backfill shall be Type A backfill according to the specifications set forth in the current edition of the ISPWC.

B. Testing: Sanitary Sewer Mains shall be pressure tested and grade tested by the Developer prior to the sewer main being accepted by the City. City personnel shall be present during sewer main testing. Failure to have City personnel present during all testing is sufficient reason for requirement to retest. Developer's engineer shall provide certification of testing and testing results to the City.

1. Pressure Testing: Sanitary Sewer mains shall be pressure tested according to the specifications set forth in the current edition of the ISPWC.

2. Visual Test: The Developer shall provide CCTV (closed caption

television) of all sections of sewer mains to the City. All visible leaks shall be repaired, even if the leakage may be below allowable limits. All repairs shall be made and shall be inspected by the City prior to backfilling. In no case shall pavement be placed without the CCTV approved by the City.

3. Standing Water: If standing water is observed due to grade defects, the following table shows the allowable standing water depth in relationship to slope of the pipe.

Pipe Slope (ft/ft)	Allowable Standing Water Depth (in)
$G < 0.001$	$\leq 5/8$
$0.001 \leq G < 0.003$	$\leq 1/2$
$0.003 \leq G < 0.005$	$\leq 3/8$
$0.005 \leq G < 0.007$	$\leq 1/4$
$0.007 \leq G < 0.009$	$\leq 1/8$
$G > 0.009$	No standing water

4. Trench Compaction Testing: Trench compaction testing by the Developer shall be by an independent testing laboratory and once every 300 feet, with a minimum of two test locations. Testing and retesting shall be in accordance with the specifications set forth in the current edition of the ISPWC.

### 3. Manholes

- A. Testing: The Developer shall test sanitary sewer manholes prior to the sewer manhole being accepted into the collection system. Testing shall be in accordance to current edition of the ISPWC. City personnel shall be present during testing. Failure to have City personnel present during all testing is sufficient reason for requirement to retest. Developer's engineer shall provide certification of testing and testing results to the City.
- B. Grade rings: In conformance with ISPWC. The grade rings shall not exceed 12 inches in height. "Whirligig" is acceptable for installation.
- C. Manholes 20 feet deep or greater shall be 60 inch with 30 inch ring and cover..
- D. Drop manholes not allowed except in special circumstances where other sewer

options are not workable.

- E. External sealing system: All manholes shall be water tight. An external sealing system shall be required to be installed on the outside of the manhole at the barrel joints in addition to the joint sealing system specified in the current edition of the ISPWC. The external sealing system shall be Infi-Shield manufactured by Sealing Systems Inc., EZ Exterior Joint Wrap, or City approved equivalent.
- F. Connection into an existing manhole or construction of a drop manhole or special manhole shall not be accepted without full time inspection by City staff or the City Engineer.
- G. Manholes to be grouted. Connection of sewer lines to manholes shall be grouted after the vacuum test is successfully completed.

4. Pressure Sewer Pipes:

- A. Materials: All pressure sewer pipe shall be in accordance with the current edition of the ISPWC. Pressure sewer pipe shall be the following:
  - 1. Class 52 cement-lined ductile iron pipe with a fused calcium aluminate cement mortar lining (H<sub>2</sub>Sewer Safe) as manufactured by Griffin Pipe Products meeting ANSI/AWWA standards.
  - 2. AWWA C900 PVC DR 18 or AWWA C909 PVC DR 18.
- B. Testing: Testing by the Developer shall be in accordance to current edition of the ISPWC. Sanitary sewer pressure mains shall be tested prior to such sewer main being accepted by the City. City personnel shall be present during testing. Failure to have City personnel present during all testing is sufficient reason for requirement to retest. Developer's engineer shall observe testing and provide certification of testing and testing results to the City. Trench compaction testing shall be completed by an independent testing laboratory and once every 300 feet with a minimum of two test locations.
- C. Locating Wire Boxes: Shall be in accordance current edition of the ISPWC. Locating wire boxes shall be installed on pressure sewer mains at a maximum spacing of 1000 feet and/or at every angle.
- D. Cover: Pressure sewer mains shall have a minimum of 42" cover and a maximum cover of 60". Cover greater than 60" may be allowed where obstructions occur,

but must be approved by the City.

5. Sewer Services:

- A. Connection to Mains: Service wyes or tees shall be used on new main installations. Saddles are not acceptable. All sewer services discharge to the sewer main. If a service is approved to discharge to a manhole, the service flow direction shall be pointed down stream and at an angle of less than 45 degrees to the direction of flow. Inserta-tee are allowable only in cases specifically and individually approved by Public Works.
- B. Service lines shall be installed at least 6 feet apart at the main and at least 6 feet from a manhole.
- C. Sewer service installations per SD-511 Type C are not allowed unless specifically approved by the City.
- D. Service Markers: In addition to requirements set forth in the current edition of the ISPWC, sewer services shall ~~also~~ be marked with a green, steel, 6 ft Tee post (instead of 2x4) and a 3" permanent wet set stamp in the concrete sidewalk.

6. Septic Tanks

Installations and properties that utilize individual, on site septic systems for sewer service are required to have the septic tank pumped every six (6) years minimum. Evidence of septic tank pumping to be provided to the City.

7. Sewer Lift Stations:

Standard Specifications and Drawings: See "City of Middleton, Idaho Sanitary Sewer Lift Station Standards" in Appendix A.

## **STORM WATER MANAGEMENT**

1. General:

All materials, construction, testing, and inspection shall be in accordance to the current edition of the ISPWC. A plan for stormwater management must be approved by the City. All stormwater is to be treated and managed on-site. In certain, site specific cases, the City may approve discharge into canals or drains (or other) at pre-development levels. If storm water is to be discharged off site, it must be treated to quality and standards identified prior to project development, and as required by the jurisdiction of the receiving water. Permission from the jurisdiction receiving the treated pre-development flow must

be documented and any required permits must be in place (National Pollutant Discharge Elimination System (NPDES), license agreement, or other) prior to City approval. Review and approval of offsite storm water discharge at pre-development flow rate will be made on a case-by-case basis. In no case will stormwater from public rights of way be discharged offsite. Illicit discharge of storm water is prohibited by the City and the Environmental Protection Agency (EPA).

a. Calculations shall use the rational method.

b. C values shall be as follows:

1. With frontages greater than or equal to 65-feet, C=0.60

2. With frontages less than 65-feet, C=0.75

3. 0.95 for all portions within the right-of-way.

4. A composite C value shall be calculated for each catchment and/or sub-catchmen. Catchments shall include at least half the residential lot depth unless site grading can justify otherwise.

c. The storm intensity shall be 1.15 inches-per-hour. This correlates to a 100-year, 1-hour storm.

2. Best Management Practices:

Retention basins are required for management of stormwater from public rights of way. Other BMPs may be approved in special circumstances and on a case by case basis where site specific conditions preclude the use of retention basins. Stormwater from non public contributing areas may utilize other management BMPs to be approved by the City. All developments shall use the appropriate "Best Management Practice" (BMP) mitigation measures as defined in the "Catalog of Storm Water Best Management Practices for Idaho Cities and Counties" by Idaho Division of Environmental Quality (IDEQ). Design and construction of BMP and other means of water quality improvements must meet all requirements of the storm water discharge permit for the development (if any) and must be approved by the City Engineer.

3. Collection Piping and Catch Basins:

A. Materials: All storm sewer pipe and catch basins shall be in accordance with current edition of the ISPWC. Storm sewer pipe and catch basins shall be City approved equivalent or the following:

1. All storm drainage pipe shall be at least ASTM 3034 SDR 35 PVC pipe.
2. ADS N-12 by Hancor, C900 or equivalent may be approved by the City.

3. Trench shall include nonmetallic tape identifying the storm sewer pipe.
  4. Minimum size of storm drain pipe shall be 12-inches.
  5. Catch basins shall be Type IV for rolled curb and Type 1 for vertical curb. Catch basins shall have a one (1) foot sump.
- B. Testing: The Developer shall test the storm sewer system prior to acceptance by the City, including street crossings and manholes. City personnel shall be present during storm sewer main testing. Failure to have City personnel present during all testing is sufficient reason for requirement to retest. Developer's engineer shall provide certification of testing and testing results to the City. Testing shall be in accordance with current edition of the ISPWC. Trench compaction testing shall be by an independent testing laboratory and once every 300 feet of trench with a minimum of two test locations.
- C. If storm sewer collection pipe discharges into natural drains, sloughs, or canals, the following shall be installed:
1. A corrugated metal pipe shall be placed at the end of the pipe with a minimum of ten feet (10') of bury into the bank.
  2. Wingwall or other concrete structure to protect the outfall pipe. To be approved by City Engineer during construction plan review.
  3. Riprap of proper size shall be place around the drain pipe. Riprap size shall be approved by City Engineer during construction plan review.
  4. A heavy-duty, flap gate valve shall be placed at the end of the discharge pipe. Waterman or City approved equivalent.
- D. Stormdrain manhole spacing shall be maximum 400 feet.
- E. Retention and detention basins shall be designed according to Best Management Practices and the ISPWC.
- F. The storm drain system shall be designed to be free draining. There shall be no standing water in catch basins after construction is complete. All water shall dissipate from detention facilities within 24 hours.
4. Swales: ~~Swales~~ Roadside swales along local roads are prohibited for stormwater management. This does not include borrow ditches for collector and arterial roads.

5. Swale Management

- A. When swales are existing in the City, they function as the primary component of the stormwater management and disposal system for the roads in the subdivision. The swales are located in the City of Middleton road right-of-way and are owned by the City of Middleton, or are in a City of Middleton easement and monitored by the City according to the City's NPDES permit (National Pollutant Discharge Elimination System) by the EPA.
- B. The swales are engineered to collect stormwater runoff from the streets, provide filtration and treatment, then hold the water until it dissipates by percolation into the area soils. Each component of the swale is specifically designed to facilitate the treatment and disposal of stormwater. Therefore, preserving swale geometry and constructed components (sandy bottom, etc. for drainage) is a requirement for proper function and maintenance.
- C. Homeowners typically enjoy the use of the swale area in front of their homes and like to control its appearance, including ground-cover, frequency of irrigation and mowing, and turf health. For this reason, the City allows homeowners to assume the operation and maintenance of the swale area fronting their properties, provided the swales are appropriately maintained to continue their primary function of stormwater management.
- D. The following list of protocols should be observed when maintaining a swale:
  - 1. The sand window in the bottom of the swale should be open and free of grass, weeds, trash, and cobble. The homeowner should rake the sand window at least two (2) times per year to loosen the top sand layer, remove any collected debris, and make sure the sand is in a condition to filter stormwater.
  - 2. If sediment, trash or cobble collects on the sand window, it should be removed by the homeowner as soon as possible.
  - 3. The existing driveway shall not be enlarged or otherwise reduce the footprint of the swale area available for infiltration.
  - 4. The swale should be fully grassed in the side slope area down to, but not over, the sand filter.
  - 5. The grass on side slopes should be irrigated only as needed to preserve the turf health. Overwatering is prohibited.

6. The grass on the side slopes should be mowed at least every two (2) weeks and the grass clippings collected and disposed. Do not mulch the swale side areas.
7. Runoff into the swale from the driveway, excess irrigation water, and water from activities such as car washing, is prohibited.
6. Storm Water Construction Site Discharge Program. In compliance with the City of Middleton Storm Water Management Program requirements, as contained in NPDES Permit No IDS-028100, the City of Middleton will limit and reduce, to the maximum extent practicable, the discharge of pollutants from construction sites in the City of Middleton through its authority to issue building permits, occupancy permits, or otherwise authorize construction. Discharge of storm water into the City MS4 stormwater system is prohibited without specific and written approval by the City
  - A. Any applicant or application for development in the City of Middleton which will disturb one acre (43,560 square feet) or more of area is required to prepare a Stormwater Pollution Prevention Plan (SWPP) and file a Notice of Intent (NOI) with EPA. Copies of the SWPP and NOI must be furnished to the City prior to any permit approval.
  - B. Any applicant/application for development in the City of Middleton which disturbs less than one acre or otherwise does not require filing a SWPP and NOI, shall submit to the City an Erosion and Sediment Control (ESC) Plan.
    1. The ESC plan must be prepared and signed by a Plan Designer. The plan shall describe the proposed construction activity or land disturbing activity and the proposed BMPs to be employed to prevent and control any impact to storm water quality during and after construction.
    2. The ESC plan shall identify BMPs, as applicable to the site, for control of sediment, flow conveyance, tracking, non-stormwater management, waste management, final site stabilization, protection of adjoining property, and maintenance, inspection, and repair of controls. Provisions for material containment and pollution spill prevention must also be included. The ESC plan preparation and elements should follow the industry accepted standards.
    3. The ESC plan should be submitted in conjunction with a building permit application, development application, or application to work in the public



right of way.

## **PRESSURIZED IRRIGATION**

### 1. General:

All materials, construction, testing, and inspection shall be in accordance to the current edition of the ISPWC Divisions. **No cross connection between City water system and pressure irrigation water shall occur.**

### 2. Irrigation Mains:

A. **Testing:** The Developer shall test pressure irrigation mains in accordance to current edition of the ISPWC. Trench compaction testing by an independent laboratory shall be once every 300 feet of trench in the rights of way with a minimum of two test locations. Developer's engineer shall provide certification of testing and testing results to the City.

B. A valve shall be installed adjacent to and outside of the road right of way, each side, where an irrigation line crosses a public street.

### 3. Irrigation Services:

A. **Valve Box:** All irrigation services shall have a fiberglass valve box installed level and straight with the surrounding ground surface.

B. **Irrigation Service: In addition to the valve box, the service shall provide one (1) hose bib for residential irrigation use. Each service line shall be a minimum of one inch (1") in diameter.**

C. **Pressure Irrigation Design:** All irrigation shares shall be used for the development.

D. **Service Pressure:** The design of the irrigation system shall be to provide every residential building lot a service with a minimum pressure of 25 psi.

E. **Service Flow:** The design of the irrigation system shall be to provide every lot with a minimum of six gallons per minute (6 gpm) flow. The design can allow for alternating irrigation schedules, (one miners inch = 9 gpm = 1 share.)

F. City water shall not be used for pressure testing or temporary irrigation.

4. Pressure irrigation pumping station shall have an improved dedicated access to the station.

### 5. Nuisance Water

With the availability irrigation water, overwatering of landscape is a common problem in the

City of Middleton. Irrigation runoff from overwatering flows to the street and into the stormwater system where it impacts roadway safety, diminished the roadway service life, increases maintenance responsibilities, saturates the system, creates mud and ponding in borrow ditches, swales and low spots, and decreases the capacity and function of the system. Nuisance flows from overwatering are also a source of pollutants to the storm drain system. It is the responsibility of property owners, HOA's and businesses to adjust their water use and irrigation system operations as needed to maintain landscaping, conserve water and PREVENT irrigation water from flowing to the public street and stormwater system.

## **STREETS**

### **1. General:**

All materials, construction, testing, and inspection shall be in accordance to the current edition of the ISPWC Divisions, City of Middleton Supplemental Construction Standards, and the Highway Standards and Development Procedures for the Association of Canyon County Highway Districts.

### **2. Rights of Way at Intersections:**

The rights of way at section line and quarter section line road intersections shall be configured to dedicate a triangle of area to be used for intersection control improvements. The triangle shall be formed by measuring from the intersection at the edges of the rights of way, 150 feet along each right of way, then connecting the two points with a line. Please see diagram, Appendix B.

### **3. Widths:**

#### **A. Rights of Way Widths**

1. All section-line and quarter section-line roads shall be 100 ft (50 ft each side) minimum right of way width.
2. Roads listed below shall have the following right-of-way widths:

<u>Arterials and Collectors</u>	<u>Half-Road Width</u>	<u>Total Road Width</u>
Emmett Road	50 feet	100 feet
Hartley Lane	50 feet	100 feet
Cemetery Road	50 feet	100 feet
Middleton Road	50 feet	100 feet
Duff Lane	50 feet	100 feet
Lansing Lane	50 feet	100 feet

Kingsbury Road	50 feet	100 feet
Blessinger Road	50 feet	100 feet
Can-Ada Road	50 feet	100 feet
9 <sup>th</sup> Street	50 feet	100 feet
Willis Road	50 feet	100 feet
Meadow Park Street	50 feet	100 feet
Purple Sage Road	50 feet	100 feet
Cornell Street	50 feet	100 feet
River Street	50 feet	100 feet
Landruff Lane	50 feet	100 feet
Canyon Road	50 feet	100 feet
Freezout Road	50 feet	100 feet
El Paso Road	50 feet	100 feet
Lincoln Road	50 feet	100 feet
Peel Street	50 feet	100 feet
KCID Road	50 feet	100 feet
Wood Avenue	50 feet	100 feet
Bass Lane	40 feet	80 feet

The City may approve reduced right-of-way along section and quarter-section line roads if sidewalks are detached and in an easement outside of street right-of-way. All other roads in the City are considered local roads and shall have a half-road right-of-way width of twenty-five (25) feet and a total right-of-way width of fifty (50) feet.

- B. Improved Section: All improved sections classified as local roads shall have widths from back-of-curb to back-of-curb of thirty-eight (38) feet. Developments that submit improved sections different from the standard may be evaluated and approved on a case-by-case basis.

1. Collector and arterial roadways are to be cut back to centerline and improved for the full half section unless specifically approved by the City otherwise.

- C. The City of Middleton supports street design wherein storm water management and disposal of stormwater utilizes storage and treatment without adversely impacting water quality or water bodies of the United States. The City may allow bioswales or other proven disposal methods that incorporate natural treatment in the construction methods. If an alternative section or stormwater treatment method is to be submitted, the developer shall include a narrative and supporting engineering data that would aid in the review process. Each design submittal will be reviewed based on the specific merits of the design and other factors such as

treatment utilized, proximity to water bodies, multi function and use, and comprehensive storm water disposal design.

- D. There shall be no new utility poles, transmission structures or substations located within sixty (60) feet of the centerline of section line and quarter section line roads or within the site triangle unless individually and specifically approved by the City in a license agreement.

4. Private Lane:

- A. A private lane may be constructed to access up ~~to~~ to four ~~three (34)~~ single-family residences. Private lanes will be reviewed on a case-by-case basis and specifically approved by the City. Private lanes will not be allowed to access more than four ~~three (34)~~ single-family residences.

5. Street Section Properties:

- A. Materials: All streets shall be constructed in accordance the current edition of the ISPWC and this Middleton Supplement to the ISPWC.
1. Structural sections to conform with urban road section standard drawings in Appendix B.
  2. Asphalt: Plant mix design shall be submitted two weeks prior to asphalt placement and shall meet the requirements of a Class III mix or better.
- B. Testing. The Developer shall test the roadway materials and placement per ISPWC. Storm drain facilities to be tested by the developer and functionality verified by the City. Contact the City for testing protocol for storm drain facilities. Developer's engineer shall provide certification of testing and testing results to the City.
1. Testing shall be by an independent testing laboratory and completed once every 300 linear feet with a minimum of two tests.
  2. Asphalt: Density tests shall be performed by an independent testing laboratory and once every 8,000 square feet with a minimum of two tests. Core samples verifying thickness of asphalt shall be provided to the City.

6. Curb & Gutter:

- A. Materials: All curb & gutter shall be constructed in accordance with the current edition of the ISPWC and shall have a minimum 28 day compressive strength of

4000 psi. ***Fiber mesh shall be included in all concrete construction.*** The Developer shall provide concrete testing per the ISPWC.

B. Expansion Joints:

1. Shall be required in non-extruded curb and gutter at the beginning and end of all points of curvature.
2. Shall be required at all joints between new concrete and existing concrete.

C. Type of Curb:

1. Residential streets interior to subdivisions: Standard 3" rolled curb and gutter.
2. Exterior streets and Collector streets: Standard 6" vertical curb and gutter.

D. Valley Gutters: Valley gutters shall be a minimum of 10" thick and 4'-0" wide with #4 rebar longitudinal at 12" on center and #4 rebar on both ends and in the middle. Valley gutter base shall be a minimum of 6" thick of three-quarter inch (3/4") crushed aggregate gravel placed as specified in Section 802 ISPWC.

E. Base for curb, gutter and sidewalk is required to be tested every 300 lf.

7. Sidewalks:

A. Materials: All sidewalks are concrete and shall have a minimum 28 day compressive strength of 4000 psi. ***Fiber mesh shall be included in ALL concrete***  
The Developer shall provide concrete testing per the ISPWC.

B. Sidewalks shall be completely within street right-of-way or completely within an easement outside of street right-of-way, and shall not be partly in right-of-way and partly in an easement.

C. Width:

1. Sidewalks along both sides of local roads shall be minimum of five feet (5').  
Sidewalks, trails or pathways along both sides of section and quarter-section line roads shall be eight feet (8') wide . Other pathways shall be ten (10) feet wide.

D. Trees may only be planted in public rights of way with a license agreement.

1. No trees are allowed to be planted in the forty foot (40') sight triangle.
2. No vegetation, fences, berms or other obstruction taller than three feet are allowed within the sight triangle.
3. Tree planting of any type is prohibited within ten feet (10') of any seepage bed

or sand filter facility, structure, piping system, fire hydrant or utility box.

4. Class I, Class II, and Class III trees (listed in Appendix A) may be planted a minimum of five feet (5') away from sidewalk. All other trees not listed shall be planted at least fifteen (15') feet behind the back of the sidewalk.

E. Bore or channeling under a sidewalk is not allowed for any reason including water service, sewer service or irrigation system installation. Sleeves may be installed with approval from the City.

F. Base for curb, gutter and sidewalk is required to be tested every 300 lf, each street side as applicable.

8. Vertical Alignment

A. Any variation from grade which causes localized ponding will not be allowable.

B. Minimum Slope: Minimum slope of curb and gutter, measured parallel to the street centerline, shall be at least 0.40%.

C. Vertical grade change of 1.5% or greater requires a vertical curve.

9. Miscellaneous:

A. Street Cuts or Closures: The City shall be notified in writing at least two (2) City business days before any street cuts or street closures for utility or street work.

B. Vandalized Concrete: Any concrete vandalized during construction shall be repaired to new condition or replaced solely at the contractor's expense.

C. Prior to pouring valley gutter, curb & gutter and sidewalk a representative for the City shall approve compaction test results of the subbase material.

D. No trees or bushes shall be planted in the public right of way or in the utility easement running parallel and adjacent to the public right of way.

E. A box is required on each side of the right of way for gravity irrigation crossings.

F. The minimum Level of Service for intersection operation in the City of Middleton is Level C.

G. If a street is cut and repaired (for any reason) prior to being dedicated to the City the street will be chip sealed by the developer as a condition of acceptance.

~~F.H.~~ Whenever the existing use of a parcel, building or structure changes to a new use or an increase in intensity of the use, frontage improvements for the road(s)

bordering the parcel will be required unless specifically waived by City Council.

10. Street Lights

A. Street lights shall be installed at intersections, cul-de-sacs and at a maximum of 400 foot intervals, or as sufficient to support safety for all users, including pedestrians and non-motorized users.

B. Lighting layouts shall be submitted to the City Engineer for review and approval. Street lights are required to be furnished and installed per ISPWC Section 1102 ~~and must generally conform to the following standards:~~

~~1. Poles: 25 feet high 4"SSS anchor base steel poles.~~

~~2. Luminaries: Shoe box style luminaries, LED source 56 watt minimum. Installation of OFF GRID solar lighting is encouraged in new developments, especially in common areas and at locations on public streets, as designated by the City. Installation of OFF GRID solar lighting is required for parks and public buildings. All lighting planned and specified for installation, including solar, shall be submitted to the City for review and approval. Include specifically luminaire type, battery type, photovoltaic controller, temperature controller and other protective features. Conventional electric street lights are owned by the City of Middleton but maintained by Idaho Power.~~

~~3. Decorative lights or lights other than as specified above will be reviewed by the City on a case-by-case basis.~~

~~4. — No direct bury steel or Wood poles are allowed to be installed.~~

11. Street Signs. Posts shall be type E-1 as shown in SD-1 130 of the ISPWC with 14 gauge wall thickness. Street signs shall be in conformance with Manual on Uniform Traffic Control Devices and shall be a nine-inch (9") blank, six-inch (6") all capital lettering, no border, with retro-reflective, high intensity background, with the street type superscript (upper right). Submit a shop drawing to the City for approval. Speed limit signs shall be installed by the developer - 20 mph for subdivision roads.

12. Fiber Optics. The City requires a fiber-optic based network be available in subdivisions so each roof top has access to fiber-speeds and fiber-volumes for data transfer. Fiber speeds/volume shall be delivered to each roof top or a blank conduit installed in joint trench or co-located in the front 10 foot utility easement.

Developer shall install conduit and boxes for fiber optics in all local collector, collector and arterial street rights-of-way on or abutting the property being developed and to-and-through the project limits. Conduit shall be two (2) PVC 2 ½ inch conduit with brackets every 5 feet or less and locate wire. Pipe shall be Schedule 40, 24” bury (min) and sand bedded and installed in the rights of way. Conduit shall be installed with a fiberglass locate stake at every terminus and junction box or pull box at every intersection and bends of 90° and greater. Junction box(es) to be telecom vault (Larken or approved equal) 350 gallon, with cast iron ring and telecom lid. A conduit placement plan shall be submitted to the City for review. The plan shall detail the location, size and number of conduit and may be included or shown on utility plan sheets.

13. Traffic Impact Analysis. Per Middleton City Code, all subdivisions with more than 25 residential lots shall provide a traffic impact analysis. A traffic impact analysis may also be required by the City on a case by case basis. The traffic impact analysis shall consider at least the following:

- Obtain new AM and PM peak hour turning movement counts at study intersections identified by the City of Middleton.
- Coordinate with COMPASS to determine the most current background traffic forecasts.
- Estimate site traffic.
- Evaluate study intersections operations and recommend improvements to mitigate the AM and PM peak hour traffic impacts for the following traffic conditions:
  - Existing traffic
  - Horizon year (5 years beyond build out year) background traffic
  - Horizon year (5 years beyond build out year) site plus background traffic
- Assess the need for exclusive turn lanes and intersection control at study intersections and the proposed site access intersections for all traffic conditions described above. The City may include additional conditions to be evaluated.
- Evaluate traffic operations at the proposed site access intersections.
- Estimate the site traffic portion and percentage of the total entering traffic for each study intersection.
- Summarize the results.



14. Monuments Disturbed by Construction Activities. Idaho Code 55-1613 shall be observed in the City of Middleton. IC 55-1613 partially reads:

All monuments, accessories to corners, benchmarks and points set in control surveys that are lost or disturbed by construction shall be reestablished and remonumented, at the expense of the agency or person causing their loss or disturbance, at their original location or by setting of a witness corner or reference point or a replacement benchmark or control point, by or under the direction of a professional land surveyor. Please see Idaho Code 55-1613.
15. Preconstruction Meeting. The NOI must be filed and all necessary approvals, including City of Middleton, DEQ, highway district, Idaho Transportation Department (ITD) or others shall be in place prior to scheduling a preconstruction meeting. Joint trench design is required to be furnished to the City 48 hours in advance of the preconstruction meeting and a construction schedule developed at the preconstruction meeting.

## **DRIVEWAYS:**

Individual driveway approaches onto public roads are established at building permits issuance, per the site plan submitted. If the approved driveway needs modified, or an additional driveway or driving strips are requested, an application for an approach permit application is required to be submitted to the City. Upon receipt of the application, the City will evaluate the request per standards for site distance, lot coverage, impacts to stormwater facilities and other applicable items. If there are swales for stormwater treatment, the City may require installation of a partially-perforated culvert, perforations facing downward, with trash-racks on each end underneath the additional driveway or drive strips.

On collector roads, residential driveways shall be restricted to a maximum width of 20-feet. These driveways may be constructed as curb cut type driveways.

### **Driveway Design Requirements on Local Roads**

1. The width of the driveway abutting the public street shall match the width of the

garage. 2. Gravel driveway, where approved, are to be paved at least 30-feet into the site from the edge of pavement of the adjacent road.

3. If a driveway taking access to a public road is to be gated, the gate or keypad (whichever is closer to the road) shall be located a minimum of 50 feet from the adjacent road so the accessing vehicle is fully out of the traffic lane. An on-site turnaround shall be provided.

## **ACCESS**

### **Local Roads**

1. Residences having a three (3) car garage shall have a driveway width at least equal to the three (3) car garage that extends from the garage to the abutting public street.
1. The primary function of a local road is to serve adjacent property. Adjacent property will usually have unrestricted access to the road, except near intersections, and Average Daily Traffic will be less than 2,000. Direct lot access to local roads from adjacent property is permissible.
2. Driveway Spacing Near Intersections. Driveways on local roads shall be located a minimum of 75 feet (measured centerline of road to centerline driveway) from the nearest road intersection. This is not applicable for single family dwelling units with lot sizes less than 75 feet in width.
3. Successive Driveways Away from intersections, there is no minimum spacing requirements for access points along a local road, but the City does encourage shared access points where appropriate.

### **Roads Other than Local**

1. With the exception of collector roads located approximately one-half mile from adjacent arterial intersections, all new access, public or private, ~~onto an arterial~~, collector, local collector, section-line or quarter-section line road, will be restricted to right-in/right-out access. The right-in /right-out access will include construction of a median type, to be

approved by the city. Access onto arterial is prohibited.

2. Direct access from roads other than local roads is permitted only when reasonable access cannot be obtained otherwise, as determined at the sole discretion of the city.
3. Additional access is not permitted upon the splitting or dividing of parcels of lands or contiguous parcels under the same ownership. The City may approve shared access or cross access may be permitted internally from the existing access.
4. Access near intersections is restricted and must be a minimum of 660 feet from the intersection and outside the functional area of the intersection in cases where the functional area may extend beyond the minimum distance.

**PARKING LOT DIMENSIONAL STANDARDS:** See attached drawing

**PROJECT INSPECTION:**

1. On Site Inspection:

- A. The developers licensed engineer must supervise or conduct construction observation and inspection for all construction. See “Project Log” at paragraph 1.E below.
- B. The City shall be informed of the inspector's name, office location, phone number, and emergency telephone numbers if different from the developers licensed engineer.
- C. No water, sewer, street, or drainage construction shall take place without inspection.
- D. Periodic inspection shall be conducted by the City and/or the City Engineer, at no charge to the Developer, as detailed below:

**WATER SYSTEM**

1. Connection to existing main
2. Thrust block installation (to be batched concrete).
3. Potable and non-potable line crossings
4. Verify bedding, finder wire, valve configuration and metallic tape placement
5. Service installation. **City to verify materials and installation on first services installed.**

#### SEWER SYSTEM

1. Connect to existing main or manhole
2. Verify pipe bedding
3. Manhole EZ Wrap
4. Drop manhole or special manhole construction
5. Verify with contractor top cone placement for 12-inch grade rings

#### FIBER OPTICS CONDUIT

1. Verify placement generally per plan

#### PRESSURIZED IRRIGATION

1. Valves each side of right of way crossings
2. Verify bedding and depth in right-of-way

#### STREETS

1. Subgrade
2. Stormdrain installation. Seepage beds/swales to free draining or other to be determined (TBD).
3. Sidewalk and valley gutter – top of base course
4. Fiber mesh in concrete
5. Rebar in valley gutter
6. Valley gutter 10 inches deep
7. Placement of road base
8. Paving
9. Concrete collars

- E. Project Log: The on-site project inspector shall keep a written and photographic log detailing the daily activities of the project. The written and photographic log

shall consist of the following (minimum):

1. Written: A written description of the daily activities including materials used and construction completed. Notes should also include day, time, weather conditions and any activity out of the ordinary.
  2. Photographic: Inspector shall keep a photographic journal detailing connections to **existing City utilities, pipe intersections (thrust blocks), valves, and manhole connections**. Photos to be identified by stations or other location as represented on the plans and date.
- F. Prior to any work within the City streets and rights-of-way, a permit to work in the public right of way shall be obtained from the City.
- G. The City is required to inspect or observe the following. The developers engineer is responsible for contacting the City to observe:
1. Water main pressure test per ISPWC
  2. Sewer main pressure test per ISPWC
  3. Sewer main CCTV and mandrel test per ISPWC
  4. Sewer manhole vacuum test per ISPWC
  5. Stormwater mainline pressure test per ISPWC
  6. Pressure irrigation system pressure test per ISPWC
  7. Subgrade inspection after water, sewer and joint trench and prior to hauling sub-base material.
  8. Stormwater facilities installation, i.e. – seepage beds or swales.
  9. Water bacteria testing (two tests – at least 24 hours apart).
  10. Water system continuity test
  11. Irrigation pump station functional

2. **Project Completion Packet:**

The project completion packet consists of the items below compiled in a packet and submitted to the City. At the completion of construction, before the release of any security posted with the City, and before the City issues occupancy permits or signs the final plat, the City shall receive:

1. A copy of the inspection log;
2. A copy of the photographic journal including thrust blocks as installed;

3. Three (3) copies of legible Record Drawings and a digital copy of the record drawings in CADD as specified by the City
4. A digital copy of the final plat including the installed location of the water mains, valves, sanitary sewer mains, manholes, cleanouts, and storm sewer infrastructure including mains, inlets, containment areas and O/S boxes. Digital copy shall be in CADD and state plane coordinates or as requested by the City;
5. All test results shall be certified to the City by the developer's licensed Engineer.
6. All testing per ISPWC and Middleton Supplemental to be complete and added to the completion packet including water tests, pressure irrigation, compaction, etc. A graphic or plan sheet correlating the location of every project compaction test shall be included.
7. Irrigation as-built drawings shall be supplied to the city and the home owners association

3. Final Inspection:

- A. The Developer's project engineer shall do the initial final inspection.
- B. After the project engineer completes the walkthrough, he/she will submit a statement certifying a final walkthrough has been completed by him/her and the project has been constructed in accordance with the ISPWC and City of Middleton Supplemental Specifications and is generally in conformance with the record drawing submitted and certify to the City that the project is ready for final inspection. The City will then schedule a final inspection.
- C. The project completion packet shall be filed with the City and deemed complete prior to request for final inspection.
- D. Final project inspection shall be by the City Engineer or a representative of the City Engineer.
- E. Final inspections shall be requested by the developer's engineer and scheduled with the City Engineer at least two (2) City working days in advance.
- F. Punch List:
  1. The City Engineer will develop a "punch-list" of items.



2. When all items contained on the City's punchlist are completed and confirmed completed by the City, the City will issue a certificate of completion at which time the warranty period will start. Please see Appendix B for certificate of completion.
- G. A one year warranty walkthrough will be performed by the City. A list of any infrastructure found to be defective, failing, or damaged will be provided to the developer. Repairs to items identified in the warranty walkthrough shall be verified complete by the City in 45 days or less.

## **APPENDIX A**

### **STANDARD SPECIFICATIONS AND DETAILS for SANITARY SEWER LIFT STATIONS**

**1. INTRODUCTION:** The following sewage lift station specifications provide minimum design requirements for proposed lift stations in the City of Middleton.

**2. GENERAL REQUIREMENTS:**

1. City Review and Acceptance:
  - A. All sewer lift stations shall be reviewed by the City prior to final plat

submittal.

- B. The City shall approve the selected sanitary sewer lift station mechanical components, electrical components, and construction materials used in the proposed lift station prior to final plat approval.
- C. The developer's engineer shall provide the City with a complete operation and maintenance manual for the lift station prior to final walkthrough.
- D. The developer's engineer shall provide for the City's staff operation training prior to final walkthrough.
- E. All lift stations shall be duplex type and National Electrical Manufacturers Association (NEMA) rated as applicable.

2. Wet Well:

- A. Wet wells shall have a minimum diameter of six feet (6), and made of precast concrete or City approved equivalent.
- B. Wet well volume requirements shall be determined using "The Ten States Standards" and the appropriate design parameters and service area as defined by the City.
- C. Wet well shall have a watertight outer coating or liner.
- D. Wet well shall have an access cover for the pumps. The cover shall be one size larger than required by the pumps, but not less than 36" x 48". The access hatch shall be aluminum and traffic rated and lockable.
- E. Wet well vents shall be no less than four inches (4") in diameter and be covered with a screen and capped.
- F. Wet wells shall be configured to reduce turbulence in wet well. The pipe shall be drop pipe or shall be properly placed to mitigate turbulence.
- G. Wet wells shall be equipped with a duplex pump system with surface bypass pumping capabilities.

3. Valve Vault:

- A. A valve vault is required.
- B. Vault shall meet DEQ and City of Middleton requirements.
- C. Valve vault shall have a floor drain to drain accumulated water back to the wet well.

- D. The minimum valve vault depth shall be at least 78 inches.
  - E. Access cover in valve vault shall have dimensions not less than 36"x 48" and the opening location approved by the City. The access cover shall be made of aluminum and be lockable. The cover shall be traffic-rated.
4. Pumps:
- A. As a minimum, the station shall be sized for a duplex pumping system.
  - B. Pumps shall be designed for a minimum solids handling capacity of three inches (3").
  - C. Impeller may be a non-clog or grinder type impeller with adjustable wear plate as determined by the City of Middleton. Pumps shall be ABS or City-approved equivalent.
  - D. Stainless steel guide rails with a minimum diameter of two inches (2").
  - E. Stainless steel lifting cable, 5/16" dia, and shall have a stainless steel clevis hook at the connection to the pump. The steel lifting cable shall be equipped with 1 foot diameter stainless steel ring (D ring or approved other) at no more than 20 foot intervals measured up from the pump. At the ring and clevis, the lifting cable shall be connected by a 1-foot loop - each side. Submit shop drawing for City review and approval.
  - F. Stainless steel anchor bolts.
  - G. Stainless steel bolt packs with full face gaskets inside the wet well.
  - H. Explosion proof pumps, wiring and J-boxes
  - I. Pipe and cam lock fitting to allow for bypass pumping.
  - J. Variable frequency drives with harmonic filters shall be installed for pumps five horse power (5 hp) and larger
  - K. All pumps shall be soft start pumps.
  - L. Pump controls to be pressure transducer based and have redundant float installation.
5. Station Piping and Valves:
- A. Piping into and out of the lift station and valve vault shall be ductile iron for a minimum of 10 feet.

- B. Valves shall be resilient ball valves or resilient swing check valves. Manufacturer to be approved by City of Middleton. Isolation valves shall be one-quarter (1/4) turn resilient wedge plug valves, Mueller or City approved equivalent.
  - C. Piping and valving shall be designed so there is positive drainage into the wetwell.
  - D. Piping shall be Class 52 cement-lined ductile iron pipe with a fused calcium aluminate cement mortar lining (H<sub>2</sub>Sewer Safe) as manufactured by Griffin Pipe Products meeting ANSI/AWWA standards
6. Site Requirements:
- A. A yard light with motion detector.
  - B. A four inch (4") base of three-quarter inch (3/4") gravel compacted to ninety-five percent (95%).
  - C. Site may be required to install buffering landscaping.
  - D. A fire hydrant within 50 feet and on the same street side of the lift station building.
  - E. Control building if installed and as required, shall meet the following:
    - 1. Pre manufactured or built in place construction;
    - 2. Minimum interior dimension of ten feet by ten feet (10'x10');
    - 3. An interior light door light and an exterior motion light;
    - 4. Adjustable and on/off interior heating
    - 5. SCADA System antenna mounting supports.
    - 6. Supports and mounts for the control system of the lift station.
    - 7. Exterior walls shall be rock, brick or other fascia to four feet above grade to prevent staining and degradation of the building exterior walls.
  - F. Lift station slab shall be four inch (4") thick continuous fiber-mesh reinforced concrete slab.
  - G. A street light shall be provided adjacent to the access road to the lift station, as required and as applicable.
  - H. Access shall be surfaced with four inches (4") of three-quarter inch (3/4") gravel 15 feet wide

- I. A stainless steel adjustable lift pump hoist shall be provided, Halliday D3B36B or City approved equivalent.
- J A stainless steel embedded socket base shall be provided and installed to the City specifications for the lift pump hoist, Halliday or City approved equivalent.
- K. A post in concrete with stainless steel embedded socket as a anchor to attach a safety harness to while maintenance is being performed..
- L. Yard shall be fenced using six foot (6') chain-link with privacy slats and topped with three strands of taught barbed wire as approved by the City. Two access gates shall be provided, one three foot (3') wide gate for people and one 14 foot wide vehicle gate, at locations approved by the City.

7. Controls:

- A. Control panel shall have a dead front enclosure.
- B. Submerged transducers with a sounding tube and suited for sewage, supported with removable stainless steel cable system.
- C. Two floats. One float for emergency high level and one float for pump shutoff high level/low level.
- D. Programmable level control.
- E. Hands, off, and auto switches provided for each pump.
- F. Flow meters for each pump with flow display continuous.
- G. Accessible junction box above-ground with removable seal located on all cables entering the wet wells.
- H. Manual transfer switch with generator receptacle.
- I. 500 watt heater with thermostat in panel.
- J. High level / low level alarm light with manual reset.
- K. Outside alarm beacon illuminated when high level alarms occur.
- L. Auto - dialer with six (6) hour battery back-up.
- M. Underwriters Laboratory (UL) listed control panel matching pump manufacturer with full electronic read-out and gasketed cover on outer door.

- N. Laminated schematic on inside of front door with panel serial number.
  - O. Night light for panel repair at site.
  - P. Lift station shall be remote radio and City SCADA system control compatible.
  - Q. Seal fail indication on each pump.
8. Spares Parts:
- A. Five (5) each spare fuses of each size.
  - B. One (1) each spare relay of each size.
  - C. One (1) each spare transducer and controller with cable.
  - ~~C.D.~~ One (1) each spare pump matching exactly the pumps installed in the lift station
9. Local Service & Warranty:
- Five (5) year pro-rated warranty on pumps and one (1) year on control panel.
- Local factory authorized warranty repair facility within 50 miles of station location.

### **3. BACK-UP GENERATOR:**

- A. A back-up generator shall be required and installed for a lift station which has pumps that are 15 HP and larger. For lift stations with a pumping size less than 15 HP it is acceptable to provide a gas powered by-pass pump with the appropriate plumbing for a complete system.

## **APPENDIX B**

### **Miscellaneous Drawings, Check Lists, Applications, and Requirements**

**City of Middleton**  
**Pre-Construction Submittal Checklist**

<b>General Submittal Category</b>	<b>Submittal Sub-Category</b>	<b>Yes</b>	<b>No</b>	<b>NA</b>
Water	Fire Hydrants			
	Flushing Hydrants			
	Blow-Offs			
	Pipe			
	Pipe Fittings			
	Pipe Valves and Boxes			
	Locating Wire			
	Service Lines			
	Service Saddles			
	Corporation Stops			
	Curb Stops			
	Meter Setter and Appurtenances			
	Meter Lids (single knockout)			
	Meter Vaults			
Gravity Sanitary Sewer	Pipe			
	MH Base, Section, and Cone			
	MH Ring and Cover			
	MH Boot			
	MH Joint Sealant Between Barrels and Cone (mastic, gasket, or conseal)			
	MH Joint Sealant Exterior Sealant (Vulkem 116)			
	Manhole Joint Exterior Wrap (EZ Wrap)			
	Marking Tape			
Pressure Sanitary Sewer	Pipe			
	Fittings			
	Locating Wire			
	Clean-Out			
Sewer Services	Service Line			
	Service Connection (tee or wye)			
Stormwater	BMPs			



	Pipe			
	MH Base, Section, and Cone			
	MH Ring and Cover			
	MH Boot			
	MH Joint Sealant Between Barrels and Cone (mastic, gasket, or conseal)			
	MH Joint Sealant Exterior Sealant (Vulkem 116)			
	Manhole Joint Exterior Wrap (EZ Wrap)			
	Geotextiles			
	Sand and Grease Trap			
	Catch basins			
Pressure Irrigation System	Irrigation Design			
	Pipe and Fittings			
	Service Pipe and Fittings			
	Valve Box			
	Irrigation Entity Approval Letter			
Street	Concrete Mix (fiber)			
	Asphalt Mix			
	Base Materials - 3/4"			
	Subbase Materials - Pitrun			
	Thermoplastics			
	Street Lights (LED)			
	Fiber Optic			
	Street Signs and Posts			

**City of Middleton**  
**Post-Construction Submittal Checklist**

General Submittal Category	Submittal Sub-Category	Complete		
		Yes	No	NA
Water	Pressure Test			
	Bacteria Test			
	Continuity Test			
	Thrust Blocks Documentation			
	Trench Compaction Test			
Gravity Sanitary Sewer	TV Inspection (CD and Notes)			
	Air Test			
	Manhole Test			
	Trench Compaction Test			
Pressure Sanitary Sewer Pipe	Pressure Test			
	Continuity Test			
	Trench Compaction Test			
Sewer Services	Air Test (part of Gravity Sewer)			
Stormwater	TV Inspection (CD and Notes)			
	Air Test			
	Manhole Test			
	Trench Compaction Test			
Pressure Irrigation System	Pressure Test per ISPWC			
Street	Subgrade Compaction Test			
	Sub-base and Base Compaction Test			
	Curb Compaction Test			
	Sidewalk Compaction Test			
	Construction Notes/Logs			
	Construction Photos			
	Concrete Testing per ISPWC			
	<a href="#">Asphalt testing and cores</a>			
Additional Documents	As-Built Drawings <a href="#">in CADD</a> (3 copies)			
	Pressure Irrigation As-Built Drawings			
	Digital Plat			

## CERTIFICATE OF COMPLETION

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DATE OF ISSUANCE:

---

Project:

Development Owner:

Design Engineer:

---

The Work to which this Certificate applies has been received by a representative of the City of Middleton, and Work is hereby declared to be complete in accordance with the requirements set forth by the City and the City Engineer:

### ITEMS REMAINING TO BE COMPLETED:

---

DATE OF COMPLETION

The City of Middleton recognizes this project as complete and all warranties shall start as of the above date of completion.

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### ACCEPTANCE OF THIS CERTIFICATE OF COMPLETION:

**City of Middleton:**

**City Engineer: Civil Dynamics PC**

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

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

1103 W Main St.  
Middleton ID 83644  
(208) 585-3133

**~~APPLICATION AND PERMIT TO EXCAVATE  
IN PUBLIC RIGHTS OF WAY WITHIN MIDDLETON~~**

<b>DATE:</b>		<b>NAME:</b>		<b>MCC</b>	
<b>JOB:</b>		<b>COMPANY NAME:</b>		<b>Office Use Only</b>	
				Permit No:	
				Rec. No:	
<b>JOB LOCATION:</b>		<b>COMPANY ADDRESS:</b>		Fee: (Check One)	
				\$25.00	
				\$50 over 150 SF	
<b>COMPANY PHONE:</b>					
<b>UTILITY: (Check One)</b>		<b>Distance from Center Line:</b>		<b>ROW Line:</b>	
Overhead		Angle of Crossing:		Potential:	
Underground		Size of Pipe:		Pressure:	
Surface		Vertical Clearance:		Depth:	
<b>Attach drawing of work to be performed and applicable traffic control plans.</b>					
<b>Description of Work to be Performed:</b>			<b>Special Provisions:</b>		
<p>I certify that I am the authorized utility company representative and request permission to construct the above facilities within the City of Middleton right of way in accordance with the General Provisions attached with this form. The special provisions and the plans are made a part of this permit.</p>					
<b>Applicant Name</b> <i>(Please Type or Print above)</i>					
<b>Signature of Authorized Representative</b> <i>(Sign Above)</i>					<b>Date</b>
Subject to all terms, conditions and provisions shown on this form or attachments, permission is hereby granted to the above named applicant to perform the work described above.					
<b>LOCAL GOVERNMENT APPROVAL</b>					
<b>Public Works Director</b>					

DATE:

The following must be included with this application: (Check to confirm attached.)

**1. ~~Certificate of Liability Insurance~~**

~~Showing at least \$500,000 Personal Injury and \$1,000,000 General Aggregate. We reserve the right in more sensitive locations to request higher limits.~~

**2. ~~Bond~~** In the amount of 115% of project until completion, and 10% of completed work for one (1)-year after completion, executed by your insurance/bonding agent. The original shall be kept on file with the Middleton City Clerk.

**3. ~~Inspection Fee~~**

~~Cash in the amount of \$500 for projects in excess of 100 feet and \$200 for projects 100 feet or less. Any excess will be refunded; any deficiency will be billed.~~

Date \_\_\_\_\_

Work Schedule

Work Begins

Work Completed

End of Warranty Period (to be modified accordingly based on actual completion of work)

**NOTES:**

~~A) An inspection of the proposed location of improvements (with appropriate premarking) shall be requested of the Public Works Director prior to the issuance of any permit.~~

~~B) All trench repair/backfill shall be in accordance with ISPWC standards.~~

~~C) Compaction tests shall be completed in accordance with ISPWC and submitted to the City.~~

~~D) No Paving will be allowed in City Rights of Way after **October 15** or below the temperature as required by ISPWC. All paving will be inspected and completed in accordance with ISPWC Standards.~~

~~E) No Construction will be allowed in Public Right of Way after **November 15**. All completed construction will be accompanied by an approved inspector's report.~~

~~F) The Public Works Director will determine spring start up dates.~~

~~G) Contractor's hours of operation will be 7:00 am. to 4:00 pm. Monday through Friday.~~

~~H) In any case of street cuts, the permittee shall be required to back fill street cut and provide at least a temporary surface repair within 48 hours of opening such cut. Upon back filling any street cut and allowing access of such area to the public, the surface of such cut shall be kept in a maintained condition by the permittee until permanently restored.~~

~~I) If driveway approach culverts are required. The Public Works Department shall approve the culvert size, which in any event shall not be less than **12 inches in diameter**.~~

~~J) Reasonable notification to the public and the Fire Department. Quick restoration of City service disruption (water, sewer, and traffic) is contractor's responsibility.~~

## **CONTRACTOR INFORMATION SHEET**

**Please fill in the following information:**

(Date Completed: \_\_\_\_\_)

<b>COMPLETE NAME OF COMPANY/CONTRACTOR:</b>			
<b>CORPORATION</b>	<b>PARTNERSHIP</b>	<b>JOINT VENTURE</b>	<b>PROPRIETOR</b>
<b>MAILING ADDRESS:</b>			
<b>OFFICE PHONE:</b>		<b>EMERGENCY PHONE (24 hrs):</b>	
<b>PERSON(S) TO CONTACT:</b>			
<b>NAME OF LOCAL LIABILITY INSURANCE COMPANY:</b>			
<b>AGENT'S NAME:</b>			
<b>MAILING ADDRESS:</b>			
<b>OFFICE PHONE:</b>		<b>EXTENSION NO:</b>	
<b>PERSON(S) ALLOWED TO SIGN FOR PERMITS:</b>			
<b>NAME:</b> _____		<b>TITLE:</b> _____	
<b>TYPE OF WORK PERFORMED BY YOUR COMPANY</b>			
<b>CONCRETE WORK</b>		<b>ASPHALT WORK</b>	
<b>DRIVEWAY APPROACHES</b>		<b>DRIVEWAY TIE INS</b>	
<b>SIDEWALKS</b>		<b>ALLEYS</b>	
<b>CURBS &amp; GUTTERS</b>		<b>STREETS</b>	
<b>EXCAVATION ONLY (ON THOSE ITEMS MARKED ABOVE)</b>			
<b>WATER LINES</b>			
		<b>SEWER LINES</b>	
<b>OTHER WORK AS SPECIFIED:</b>			

## **GENERAL PROVISIONS**

- ~~1. During the process of the works such as barricades, lights and other traffic control devices shall be erected and maintained as may be necessary or as may be directed for the protection of the traveling public. Said barricades, lights and other traffic control devices shall conform to the current issue of The Manual on Uniform Traffic Control Devices for Streets and Highways. Parked equipment and stored materials shall be as far from the travelway as feasible. Items left overnight within 30 ft. of travelway shall be marked and/or protected.~~
- ~~2. In accepting this permit, the permittee, its successors and assigns agree to hold the City of Middleton harmless from any and all liability on account of the erection, installation, construction, maintenance or operation of the facilities located under this permit.~~
- ~~3. Except as herein authorized, all underground crossings shall be bored °decked. No excavation shall be made or obstacle placed within the right of way of the City or Middleton in such a manner as to interfere with travel over said roadway.~~
- ~~4. Any disturbance oldie traveled surface of the road and/or traffic control devices shall be restored to the satisfaction of the Public Works Director.~~
- ~~5. If the work done under this permit interferes in any way with the drainage of the roadway, the permittee shall wholly and at his own expense make such provision as the Public Works Director may direct to provide for said drainage.~~
- ~~6. On completion of said work herein contemplated all rubbish and debris shall be immediately removed and the roadway and roadside shall be left neat and presentable to the satisfaction of the Public Works Director.~~
- ~~7. All of the work herein contemplated shall be done to conform with current government and industry standards under the supervision and to the satisfaction of the Public Works Director and the entire expense of said supervision shall be borne by the permittee.~~
- ~~8. The City hereby reserves the right at any time in the future to order the change of location or the removal of any structure(s) or facility(ies) authorized by this permit. Said change or removal to be made at the sole expense of the permittee, or its successors and assigns, unless such structure(s) or facility(ies) have been located pursuant to the special provisions.~~
- ~~9. All such changes, reconstruction or relocation by the permittee shall be done in such a manner as will cause the least interference with any of the functions of the City of Middleton.~~

~~This permit or privilege granted under \_\_\_\_\_, shall not be deemed or held to~~



~~be an exclusive one and shall not prohibit the City of Middleton from granting other permits or franchise rights of like or other nature to other public or private utilities, nor shall it prevent the City of Middleton from using any of its roads, streets, or public places or affect its right to full supervision and control over all or any part of them, none of which is hereby surrendered.~~

~~The City may revoke, amend, amplify or terminate this permit or any of the conditions herein enumerated if permittee fails to comply with any or all of its provisions, requirements or regulations as herein set forth or through willful or unreasonable neglect, fails to heed or comply with notices given, or if the utility herein granted is not installed or operated and maintained in conformity herewith.~~

~~12. The permittee shall maintain at its sole expense the structure or subject for which the permit is granted;~~

~~13. Adequate drawings or sketches shall be included showing the existing and/or proposed location of the facility with respect to the existing and/or planned location of the road improvement, the traveled way, the rights of way lines, and where applicable, the control of access lines and approval access points.~~

~~14. If trench or pavement settlement should occur within two years from the date of installation, repairs shall be made by the permittee as directed by the Public Works Director at no cost to the City. If the permittee fails to make the necessary repairs, the City will make the repairs and bill the permittee. No new permits shall be issued to the permittee until such claim has been settled.~~

~~15. No work shall be started until an authorized representative of the Public Works Department has given notice to the permittee to proceed.~~

~~16. A bond in the amount of \$\_\_\_\_\_ is required for the protection of the City of Middleton as set forth in the terms of the bond.~~

~~17. Any replacement of, addition to, or change in the facility granted by this permit shall require a new permit prior to initiation of such work.~~

~~PERMIT TO BE VOIDED IF WORK NOT COMPLETED BY \_\_\_\_\_~~



Original Counterpart	__ of 2

**VIPER PARK LEASE AGREEMENT**  
**[Lease of Real Property]**

**Parties:**

<b>City of Middleton</b>	<i>Lessors</i>	City Hall 1103 West Main Street Middleton, Idaho 83644
<b>Greater Middleton Area Recreation District</b>	<i>Lessees</i>	P.O. Box 265 Middleton, Idaho 83644

**Term of Lease:** FIFTY (50) years.

**THIS AGREEMENT**, made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between the CITY OF MIDDLETON and the GREATER MIDDLETON AREA RECREATION DISTRICT.

**SECTION 1**  
**DEFINITIONS**

- 1.1 Agreement:** means and refers to this “*Viper Park Lease Agreement*.”
- 1.2 City:** means and refers to the *City of Middleton*, a municipal corporation, organized and existing pursuant to XII of the Constitution of the State of Idaho and Title 50 of the Idaho Code, whose address is 1103 West Main Street, Middleton, Idaho 83644, herein the Lessor Party to this Agreement.
- 1.3 City Real Property:** means and refers to certain real property owned by the City and is legally described in “**Exhibit A**” attached hereto and by this reference incorporated herein this definition.
- 1.4 District:** means and refers to the *Greater Middleton Area Recreation District*, organized and existing pursuant to Chapter 43 of Title 31, Idaho Code, whose address is P.O. Box 265, Middleton, Idaho 83644, herein the Lessee Party to this Agreement.
- 1.5 Effective Date:** means and refers to \_\_\_\_\_, 2021, the effective date of this Agreement.
- 1.6 Lease Term:** means and refers to the term of this Agreement which commences on the Effective date and terminates on Fiftieth anniversary date of the Effective Date.

- 1.7 License Agreement:** means and refers to that certain License Agreement dated June 3, 2020 by and among Drainage District No. 2, Viper Investments LLC, and the City of Middleton. A true and correct copy of which is attached marked “**Exhibit B**” and by this reference incorporated herein this definition.
- 1.8 Parties:** means and refers to City and the District.

## **SECTION 2** **RECITALS**

The Parties recite and declare:

- 2.1** The City is the owner of the City Real Property and possesses good title to the City Real Property and the right to enter into this Agreement; and
- 2.2** The District is a body politic and corporate formed and exists pursuant to Recreation District Law at Chapter 43 of Title 31, Idaho Code and its boundaries include all area within the city limits of the City and areas surrounding the City in the northeastern part of and within the boundaries of the County and whose District’s uses and purposes, pursuant to Idaho Code Section 31-4316, are *acquiring, providing, maintaining and operating public recreation centers, swimming facilities, pools, picnic areas, camping facilities, ball parks, handball courts, tennis courts, marine and snowmobile facilities, recreational pathways, ski areas, and golf courses and public transportation systems and facilities serving the district together with all related grounds, buildings, equipment and apparatus for the use of the residents of the district and the public generally*; and
- 2.3** The mayor and council of the City have authority pursuant to Idaho Code Section 50-1407, by resolution, to authorize the lease of any real property not otherwise needed for city purposes, upon such terms as the city council determines may be just and equitable; and
- 2.4** The District has authority, pursuant to Idaho Code Section 31-4317(e), *to acquire, hold, occupy, use, manage, possess, lease, exchange, sell and convey such property, both real and personal, as may be necessary or convenient*; and
- 2.5** The Mayor and City Council have the authority, pursuant to Idaho Code Section 50-301, *to contract and be contracted with; ...and exercise all powers and perform all functions of local self-government in city affairs as are not specifically prohibited by or in conflict with the general laws or the constitution of the state of Idaho*; and
- 2.6** The City acquired the City Real Property from Viper Investments LLC on or about August 5, 2015 for the purpose of developing said City Real Property as a public park or as a recreational public park; and

- 2.7 The City is a party to the License Agreement in a related purpose in junction with the development of the City Real Property as a public park or as a recreational public park; and
- 2.8 The District seeks to develop the City Real Property as a recreational public park and the City does not currently have plans for the development or any City use of the City Real Property; and
- 2.9 The Parties have entered into negotiations for the City to lease the City Real Property to the District in accordance with the considerations and terms and conditions of this Agreement.

**NOW, THEREFORE,** the Parties by this Agreement reduce to writing the terms and conditions of their agreement, to-wit:

### **SECTION 3** **TERMS AND CONDITIONS**

In consideration of the rents, covenants, and agreements hereinafter mentioned on the part and behalf of the District to be paid, kept and performed, The City hereby leases to the District, and the District hereby rents from the City, the City Real Property together with its appurtenances, privileges, rights and easements thereto belonging, for the Lease Term, for the rental and upon the terms and conditions as follows:

- 3.1 **Rental:** The District covenants and agrees to pay rent for the City Real Property in the sum of TEN AND NO/100 DOLLARS [\$10.00] payable annually in advance on or before the annual anniversary date of the Effective Date commencing on the Effective Date.
- 3.2 **Use of City Real Property:** The District shall develop, occupy and possess the City Real Property for any of the following uses and in accordance with the following procedure:
  - 3.2.1 **Use:** Recreational Public Park facilities in accordance with the District's purposes and authority as provided in Idaho Code Section 31-4316 or any amendment or recodification of said section; and
    - 3.2.1.1 Prior written consent of the City must be obtained by the District for any other uses of the City Real Property other than those included in this section.
  - 3.2.2 **Procedure:** The District shall provide to the City, in advance of its development, a copy of the approved plans for its development of the City Real Property and any change of the District's use of the City Real Property.
  - 3.2.3 **License Agreement:** The City will assign, subject to the approval of the Drainage District No. 2 and Viper Investments LLC, its rights to the License Agreement,

subject to the District's use of those rights in accordance with the License Agreement and the District's development and use of the City Real Property.

- 3.3 Stewardship:** Throughout the term of this Agreement, the District agrees to possess and maintain the City Real Property and perform the following duties and be responsible to:
- 3.3.1** Develop, use and occupy the City Real Property in accordance with the provisions of section 3.2 of this Agreement and to keep and maintain the same and improvements in as good condition, reasonable wear, tear and damage by the elements excepted;
  - 3.3.2** Not allow any liens to be created against the City Real Property for services rendered or materials furnished or otherwise;
  - 3.3.3** Indemnify and hold harmless the City from any liability, direct or indirect, arising out of the development, occupancy and use of the City Real Property or any part thereof by the District during this Agreement and District's occupation of the City Real Property, including any claim by persons hired to perform labor upon the City Real Property;
- 3.4 Hazardous Materials:** Subject to the limited exception in the following paragraph, the District shall not use or store any hazardous or toxic substances [as defined in Idaho Code § 39-4403(7)] on the Real Property.
- 3.4.1** The City consents to the District's use of chemicals and fertilizers customarily used in public parks in this area on the condition that such chemicals and fertilizers are used properly and in accordance with law and are not stored on the Real Property.
  - 3.4.2** The City disclaims any knowledge or information regarding the existence of toxic or hazardous waste on the City Real Property.
  - 3.4.3** The District shall indemnify and hold the City harmless from any claim, liability, loss, cost or expense (including without limitation attorneys' fees) resulting from hazardous or toxic wastes placed or permitted upon the City Real Property by the District.
- 3.5 Compliance with Law:** The District agrees to comply with all municipal, state and federal laws, rules, regulations and ordinances as applicable to the City Real Property and to do all things necessary to stay in compliance with the same.
- 3.6 Utilities:** During the term of this Agreement, the District shall furnish and promptly pay, when due, for all power, water and sewer and any other utilities used in or about the City Real Property by District at District's own cost and expense.
- 3.7 Assignment or Subleasing:** The District shall not assign this Agreement nor sublet to any other lessee the City Real Property or any portion thereof

- 3.8 Right of Inspection:** The City shall have the right to enter upon the City Real Property at any reasonable time to examine the same so long as the same is done in a reasonable manner.
- 3.9 Waste Prohibited:** The District shall not commit any waste or damage to the City Real Property nor permit any waste or damage to be done thereto.
- 3.10 Liability:** The City shall not be liable for any injury or damage which may be sustained by any person or property of the District or any other person or persons resulting from the condition of the City Real Property or any part thereof, or from the street or subsurface, or from any other source or cause whatsoever, and the District agrees to indemnify and hold harmless the City from such liability, including reasonable attorneys' fees.
- 3.10.1 No Third-Party Beneficiaries and no Waiver of Recreational Immunity:** The Parties agree that there are no third-party beneficiaries of this Agreement and that the provisions of this section are in no way a waiver of the recreation immunity provisions of Idaho Code which apply to the District's occupation, maintenance and use of the City Real Property
- 3.11 Surrender of Possession:** The District agrees to surrender possession of the City Real Property to the City at the expiration of the Agreement term or any renewed Agreement term hereunder, as the case may be, unless otherwise agreed by the Parties.

#### **SECTION 4**

#### **INSURANCE COVERAGE**

- 4.1 Liability Insurance:** The District shall maintain a comprehensive liability insurance policy covering the City Real Property during the Lease Term of this lease with a responsible insurance company, all at the sole cost and expense of the District, in the names and for the benefit of District and the City in the sum not less than the minimum requirements for insurance policies or contracts of insurance or comprehensive liability plan permitted under the Idaho Tort Claims Act as it is currently codified and as amended or recodified during the Lease Term.
- 4.1.1** The District shall furnish the City with a certificate of such liability insurance stating that said insurance is in full force and effect during the lease term or any renewal thereof.
- 4.1.2** In the event the District shall fail to provide such liability insurance coverage, the City may obtain the same, and the District agrees to reimburse the City therefor upon demand.
- 4.2 Workers' Compensation Insurance:** In the event the District has employees who perform work on the City Real Property during the Lease Term:

**4.2.1** The District shall maintain Workers' Compensation insurance as follows:

**4.2.1.1** The District shall maintain a Workers' Compensation insurance policy with a responsible insurance company covering any said employee performing work on the City Real Property, all at the sole cost and expense of the District, in the names and for the benefit of District and the City in the sum as required by Idaho law.

**4.2.1.2** The District shall furnish the City with a certificate of such Workers' Compensation insurance stating that said insurance is in full force and effect during any time the District's employees are performing work on the City Real Property.

**4.2.2** In the event the District has any part of any work performed upon the City Real Property under Contract, the District shall require that any such contractor maintain a Workers' Compensation insurance policy with a responsible insurance company covering any of said contractor's employees performing work on the City Real Property, in the names and for the benefit of the contractor, the District and the City in the sum as required by Idaho law.

**4.2.2.1** The District shall furnish the City with a certificate of such contractor's Workers' Compensation insurance stating that said insurance is in full force and effect during any time a contractor authorized by the District who has employees performing work on the City Real Property.

## **SECTION 5**

### **DEFAULT AND FORFEITURE**

**5.1** Time and the strict and faithful performance of each and every one of the conditions of this Agreement are expressly made the essence of this Agreement.

**5.2** If default is made by the District in the payment of any part of their rent when the same shall become due, or default is made by the District in keeping, performing, or observing any of the covenants and agreements herein contained and such default shall remain so for a period of thirty (30) days after written notice shall have been sent by regular mail to the District, then in such event The City may, at its election, either in law or equity:

**5.2.1** May seek specific performance of this Agreement; or

**5.2.2** May without further notice or demand seek a forfeiture and termination of this Agreement; and

**5.2.2.1** If thereafter the District shall fail to surrender possession of the City Real Property to the City, then the District shall be deemed guilty of an unlawful and forcible detention of the City Real Property.

**5.3** **Attorney Fees:** In the event litigation is brought to enforce any of the terms or provisions of this Agreement, or enforce forfeiture thereof for default thereof by either of the Parties



hereto, the court shall award to the prevailing Party reasonable attorney fees, witness fees and other reasonable expenses as provided by Idaho Code Section 12-117(4) as currently provides and as the same may be amended or re-codified during the Lease Term.

## **SECTION 6**

### **NOTICES**

- 6.1 Notices:** All notices given pursuant to this Agreement, or contemplated under this Agreement, shall be given by certified mail, return receipt requested, postage prepaid, addressed to the proper Party at the following addresses:

**6.1.1 City:** City Clerk / City of Middleton  
City Hall  
1103 West Main Street  
Middleton, Idaho 83644

**6.1.2 District:** Executive Director  
P.O. Box 265  
Middleton, Idaho 83644

or to such other address as may be designated by writing delivered to the other Party. All notices given by certified mail shall be deemed completed as of the date of mailing, except as otherwise expressly provided herein.

## **SECTION 7**

### **GENERAL PROVISIONS**

- 7.1 Representations:** It is understood and agreed by and between the Parties hereto that there are no verbal promises, implied promises, agreements, stipulations, representations or warranties of any character excepting those set forth in this Agreement.
- 7.2 Not Recorded:** This Agreement shall not be recorded, but, at the option of the District, a Memorandum of this Agreement may be recorded in the Canyon County Recorder's office.
- 7.3 Entire Agreement:** The Parties agree that this Agreement constitutes the entire agreement between the Parties with respect to the matters covered hereby and supersedes all prior agreements of the Parties, whether written or verbal. This Agreement may be modified only in writing signed by City and the District. Any waivers hereunder must also be in writing signed by City and the District.
- 7.4 No Third-Party Beneficiaries:** Each Party to this Agreement intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person or legal entity other than the Parties hereto.

- 7.5 Severability:** In the event any of the provisions of this Agreement shall be deemed illegal or unenforceable, such determination shall not operate to invalidate any of the remaining provisions of this Agreement.
- 7.6 Situs:** This Agreement shall be governed by Idaho law.
- 7.7 Headings:** The bolded paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in interpreting or construing this Agreement.
- 7.8 Binding Effect:** The provisions and stipulations of this Agreement shall inure to and bind the heirs, personal representatives, assigns and successors in interest of the Parties hereto.
- 7.9 Assignments:** No Party may assign this Agreement, or any interest therein, without written consent of the other Party; and in the event of assignment, this Agreement shall inure to and be binding upon the Parties hereto as well as their successors, assigns, departments and/or agencies.

**IN WITNESS WHEREOF,** the Parties execute this Agreement on the date first above written.

**DATED AND SIGNED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF MIDDLETON**

Signed: \_\_\_\_\_  
Steve Rule, *Mayor*

ATTEST:

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

**DATED AND SIGNED** this \_\_\_\_ day of \_\_\_\_\_, 2021.

**GREATER MIDDLETON AREA  
RECREATION DISTRICT**

By: \_\_\_\_\_  
\_\_\_\_\_, *Chairman*  
/Commissioner

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, *Secretary*

*W:\Work\M\Middleton Greater Parks and Rec Dist 25613\City of Middleton Agreements\Viper Park Lease Agreement - lh 3-17-2021.docx*

## Exhibit "A"

July 28, 2015

**DESCRIPTION FOR  
LITTLE DRAIN-PARK PARCEL  
FALCON VALLEY SUBDIVISION**

A parcel of land located in the S 1/2 of the NE 1/4 of Section 5, T.4N., R.2W., B.M., Middleton, Canyon County, Idaho more particularly described as follows:

Commencing at the E1/4 corner of said Section 5 from which the NE corner of said Section 5 bears North 01°06'10" East, 2636.70 feet;

Thence along the along the East boundary line of said Section 5 North 01°06'10" East, ~~1144.53 feet;~~

Thence leaving said East boundary line North 88°53'50" West, 40.00 feet to the **REAL POINT OF BEGINNING;**

Thence South 86°13'18" West, 658.75 feet;

Thence 88.43 feet along the arc of a curve to the left having a radius of 90.00 feet, a central angle of 56°17'55" and a long chord which bears South 58°04'21" West, a distance of 84.92 feet;

Thence South 29°55'23" West, 197.77 feet;

Thence 148.73 feet along the arc of a curve to the right having a radius of 210.00 feet, a central angle of 40°34'48" and a long chord which bears South 50°12'48" West, a distance of 145.64 feet;

Thence South 70°30'12" West, 226.41 feet;

Thence 157.26 feet along the arc of a curve to the right having a radius of 450.00 feet, a central angle of 20°01'23" and a long chord which bears South 80°30'54" West, a distance of 156.46 feet;

Thence North 89°28'25" West, 33.02 feet;

Thence South 82°25'15" West, 589.27 feet;

Thence North 58°34'47" West, 229.56 feet;

Thence 64.23 feet along the arc of a curve to the left having a radius of 100.00 feet, a central angle of 36°48'07" and a long chord which bears North 76°58'50" West, a distance of 63.13 feet;

Thence South 84°37'06" West, 515.72 feet;

Thence 162.79 feet along the arc of a curve to the right having a radius of 800.00 feet, a central angle of 11°39'33" and a long chord which bears North 89°33'07" West, a distance of 162.51 feet;

Thence North 83°43'21" West, 48.92 feet;

Thence North 81°04'37" West, 354.10 feet;

Thence North 01°34'42" East, 100.83 feet;

Thence South 81°04'37" East, 374.68 feet;

Thence South 83°43'21" East, 46.61 feet;

Thence 142.44 feet along the arc of a curve to the left having a radius of 700.00 feet, a central angle of 11°39'33" and a long chord which bears South 89°33'07" East, a distance of 142.20 feet;

Thence North 84°37'06" East, 515.72 feet;

Thence 128.46 feet along the arc of a curve to the right having a radius of 200.00 feet, a central angle of 36°48'07" and a long chord which bears South 76°58'50" East, a distance of 126.27 feet;

Thence South 58°34'47" East, 158.69 feet;

Thence North 03°06'35" East, 382.81 feet;

Thence South 86°53'25" East, 82.44 feet;

Thence 73.17 feet along the arc of a curve to the left having a radius of 318.00 feet, a central angle of 13°10'58" and a long chord which bears North 86°31'06" East, a distance of 73.00 feet;

Thence North 79°55'37" East, 464.40 feet;

Thence 45.59 feet along the arc of a curve to the right having a radius of 282.00 feet, a central angle of 09°15'49" and a long chord which bears North 84°33'32" East, a distance of 45.54 feet;

Thence South 02°55'24" West, 412.06 feet;

Thence 91.17 feet along the arc of a curve to the left having a radius of 350.00 feet, a central angle of 14°55'27" and a long chord which bears North 77°57'26" East, a distance of 90.91 feet;

Thence North 70°30'12" East, 226.41 feet;

Thence 77.91 feet along the arc of a curve to the left having a radius of 110.00 feet, a central angle of 40°34'48" and a long chord which bears North 50°12'48" East, a distance of 76.29 feet;

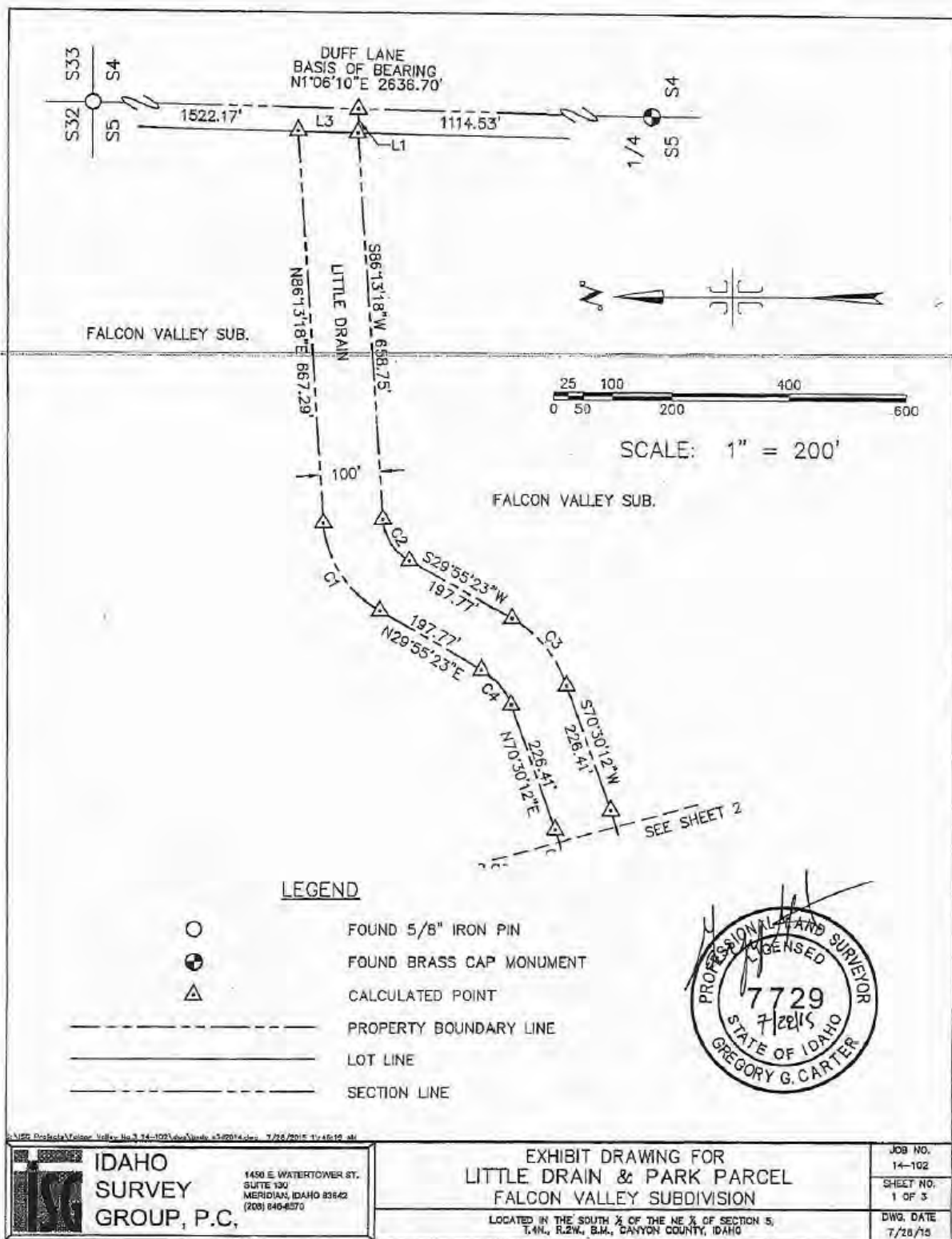
Thence North 29°55'23" East, 197.77 feet;

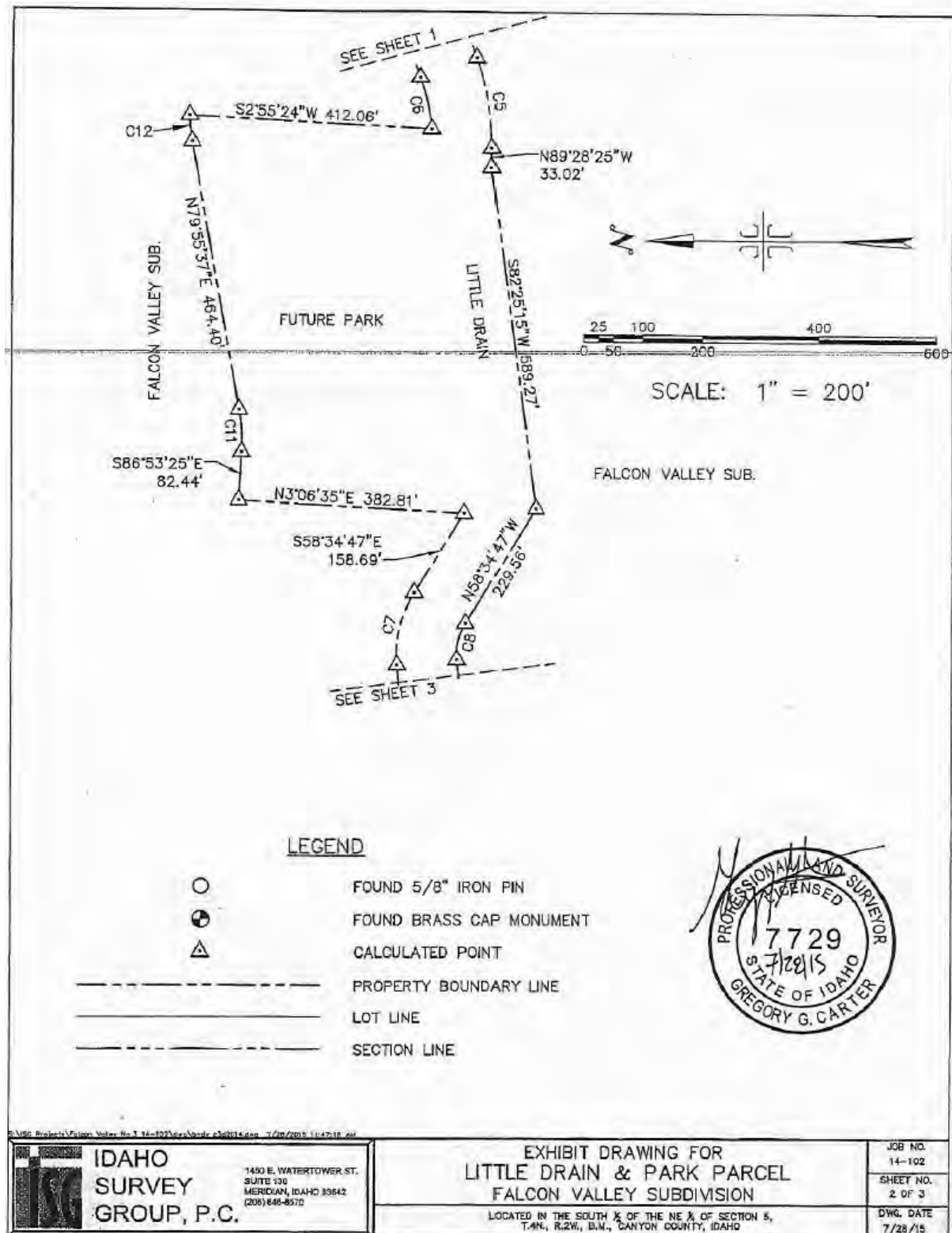
Thence 186.69 feet along the arc of a curve to the right having a radius of 190.00 feet, a central angle of  $56^{\circ}17'55''$  and a long chord which bears North  $58^{\circ}04'21''$  East, a distance of 179.27 feet;

Thence North  $86^{\circ}13'18''$  East, 667.29 feet to a point on the East boundary line of said Section 5;

Thence along said East boundary line South  $01^{\circ}06'10''$  West, 100.36 feet to the **REAL POINT OF BEGINNING**. Containing 13.92 acres, more or less.









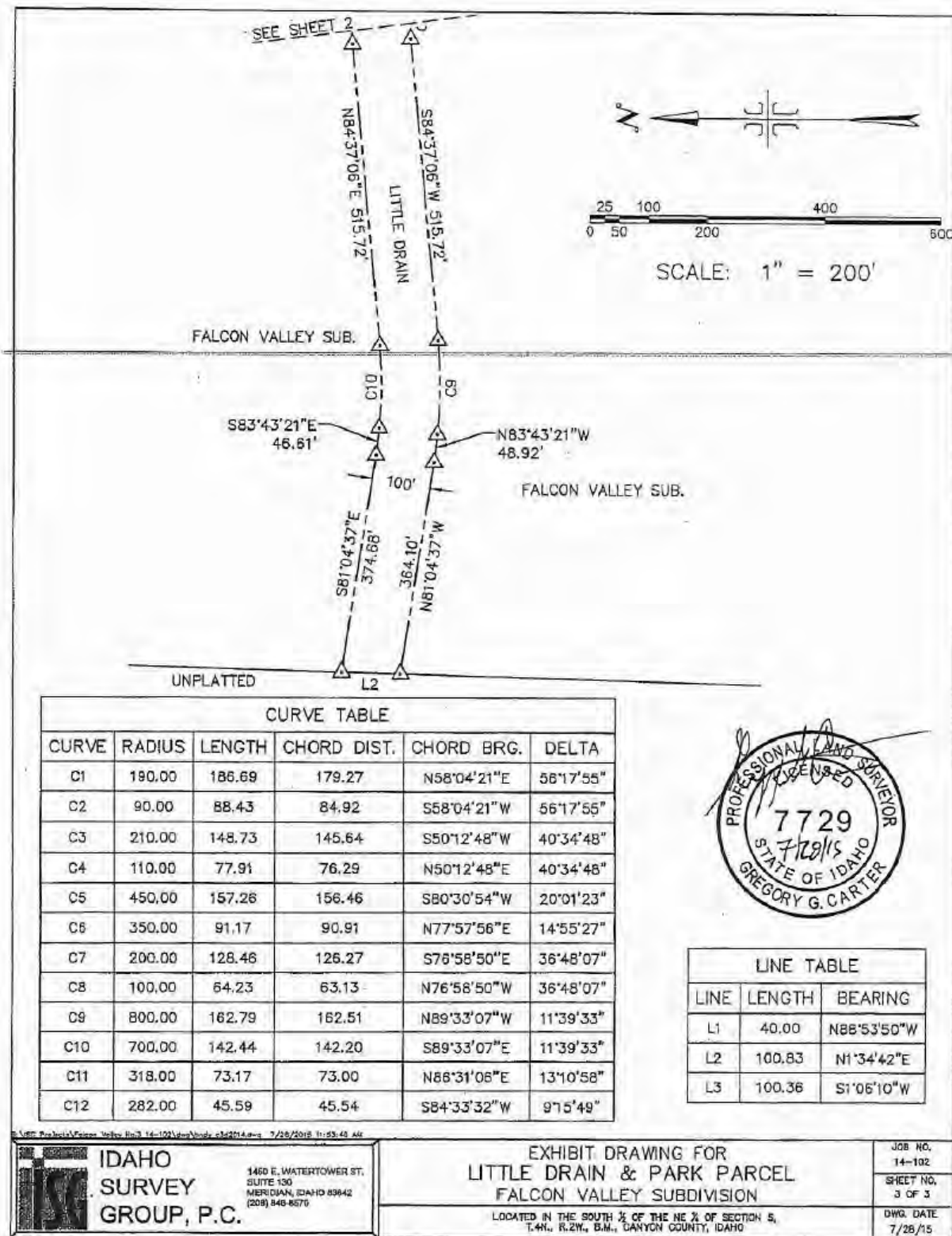


EXHIBIT B

2020-030715

RECORDED

06/09/2020 09:06 AM



00623820202000307150320320

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=32 MBROWN

NO FE

AGR

DRAINAGE DISTRICT NO 2

LICENSE AGREEMENT

LICENSE AGREEMENT, made and entered into this 3 day of June, 2020, by and among DRAINAGE DISTRICT NO. 2, a drainage district organized and existing under and by virtue of the laws of the State of Idaho, hereinafter referred to as the "District", and

VIPER INVESTMENTS LLC, an Idaho limited liability company,  
Whose address is: P.O. Box 369, Meridian, ID 83680, and

CITY OF MIDDLETON,  
Whose address is: P.O. Box 487, Middleton, ID 83644,

hereinafter collectively referred to as the "Licensee",

WITNESSETH:

WHEREAS, the District owns the drainage ditches or drains known as DRAIN NO. 8 aka "LITTLE DRAIN" and the Stub to the Little Drain running north/south aka "West Drain" (hereinafter collectively referred to as "ditch or drain"), an integral part of the irrigation and drainage works and system of the District, together with the easement therefor to convey irrigation and drainage water, to operate, clean, maintain, and repair the ditch or drain, and to access the ditch or drain for those purposes; and,

WHEREAS, the District operates, cleans, maintains, repairs and protects the ditch or drain for the benefit of District landowners; and,

WHEREAS, the Licensee is the owner of real property that is servient to the District's ditch or drain and easement, and is particularly described in the "Legal Description" and/or deed attached hereto as Exhibit A and by this reference made a part hereof; and,

WHEREAS, the ditch or drain crosses and intersects the real property described in Exhibit A as shown on Exhibit B, attached hereto and by this reference made a part hereof; and,

WHEREAS, the Licensee desires a license to cross, encroach upon or modify said ditch or drain and/or the District's easement under the terms and conditions of this License Agreement;

NOW, THEREFORE, for and in consideration of the premises and of the covenants, agreements and conditions hereinafter set forth, the parties agree as follows:

**A. Acknowledgment of the District's Easement.**

1. Licensee acknowledges that the District's easement for the drain includes a sufficient area of land to convey irrigation and drainage water, to operate, clean, maintain and repair the ditch or drain, and to access the ditch or drain for said purposes, and is a minimum of 100 feet, 50 feet to either side of the

LICENSE AGREEMENT - 1

centerline for open sections and 50 feet, 25 feet to either side of the centerline of the drain for piped or closed sections.

#### **B. Scope of License**

1. The Licensee shall have the right to modify the ditch or drain or encroach upon the District's easement along the ditch or drain in the manner described in the "Purpose of License" attached hereto as Exhibit C and by this reference made a part hereof.

2. Any crossing, encroachment upon or modification of the ditch or drain and/or the District's easement shall be performed and maintained in accordance with the "Special Conditions" stated in Exhibit D, attached hereto and by this reference made a part hereof. Any difference or discrepancy between the items listed in Exhibit C, "Purpose of License," and any plans or drawings referenced in or attached to Exhibit D shall be resolved in favor of Exhibit C. Licensee shall only be permitted to cross, encroach upon or modify the ditch or drain and/or the District's easement as described in Exhibit C even if any plans or drawings referenced or attached to Exhibit D provide or show otherwise.

3. This License Agreement pertains only to the Licensee's crossing, encroachment upon or modification of the ditch or drain and/or the District's easement for the purposes and in the manner described herein. The Licensee shall not excavate, discharge, place any structures, nor plant any trees, shrubs or landscaping within the District's easement, nor perform any construction or activity within the District's easement for the ditch or drain except as referred to in this License Agreement without the prior written consent of the District.

4. The Licensee recognizes and acknowledges that the license granted this License Agreement pertains only to the rights of the District as owner of an easement. The District has no right or power to create rights in the Licensee affecting the holder of title to the property subject to the District's easement. Any such rights affecting fee title must be acquired by the Licensee from the holder of title to the property. Should Licensee fail to obtain such rights from the holder of title to the property or should the rights obtained prove legally ineffectual, Licensee shall hold harmless, indemnify and defend the District from any claim by any party arising out of or related to such failure of rights and at the option of the District this License Agreement shall be of no force and effect.

#### **C. Facility Construction, Operation, Maintenance and Repair**

1. Licensee agrees that the work performed and the materials used in any construction permitted by this License Agreement shall at all times be subject to inspection by the District and the District's engineers, and that final acceptance of the such work shall not be made until all such work and materials shall have been expressly approved by the District. Such approval by the District shall not be unreasonably withheld.

2. Each facility ("facility" as used in this License Agreement means any object or thing installed by the Licensee on, over or in the vicinity of the District's easement) shall be constructed, installed, operated, maintained, and repaired at all times by the Licensee at the cost and expense of the Licensee.

LICENSE AGREEMENT - 2

3. Licensee agrees to construct, install, operate, maintain and repair each facility and conduct its activities within or affecting the District's easement so as not to constitute or cause:

- a. a hazard to any person or property;
- b. an interruption or interference with the flow of irrigation or drainage water in the ditch or drain or the District's delivery of irrigation water;
- c. an increase in seepage or any other increase in the loss of water from the ditch;
- d. the subsidence of soil within or adjacent to the easement;
- e. an interference with the District's use of its easement to access, operate, clean, maintain, and repair the ditch or drain; and
- f. any other damage to the District's easement and irrigation or drainage works.

4. The Licensee agrees to indemnify, hold harmless, and defend the District from all claims for damages arising out of any of the Licensee's construction or activity which constitutes or causes any of the circumstances enumerated in the preceding paragraph, 3.a. through 3.f., or any other damage to the easement and irrigation works which may be caused by the construction, installation, operation, maintenance, repair, and any use or condition of any facility.

5. The Licensee shall, upon demand of the District, remove any facility or repair any alteration of the District's easement which interferes with the District's operation and maintenance of the ditch or drain, or causes or contributes to any of the circumstances enumerated in the preceding paragraph, 3.a. through 3.f., or any other damage to the easement and irrigation works. The District shall give reasonable notice to the Licensee, and shall allow the Licensee a reasonable period of time to perform such maintenance, repair, and other work, except that in cases of emergency the District shall attempt to give such notice as is reasonable under the circumstances. The District reserves the right to perform any and all work which the Licensee fails or refuses to perform within a reasonable period of time after demand by the District. The Licensee agrees to pay to the District, on demand, the costs which shall be reasonably expended by the District for such purposes. Nothing in this paragraph shall create or support any claim of any kind by the Licensee or any third party against the District for failure to exercise the options stated in this paragraph, and the Licensee shall indemnify, hold harmless and defend the District from any claims made against the District arising out of or relating to the terms of this paragraph, except for claims arising solely out of the negligence or fault of the District.

#### **D. District's Rights Are Paramount**

1. The Licensee understands and agrees that the ditch or drain is a manmade channel that was constructed and is used and maintained by the District for the exclusive purpose of draining lands within the District. As such, Licensee further acknowledges and agrees that the ditch or drain does not constitute a natural or navigable watercourse or stream.

2. The parties hereto understand and agree that the District has no right in any respect to impair the uses and purposes of the drainage works and system of the District by this License Agreement, nor to grant any rights in its irrigation or drainage works and system incompatible with the uses to which such drainage works and system are devoted and dedicated and that this contract shall be at all times construed according to such principles.



3. Nothing herein contained shall be construed to impair the ditch or drain or the District's easement, and all construction and use of the District's easement by the Licensee and the license herein provided therefor shall remain inferior and subservient to the rights of the District to the use of the ditch or drain for the transmission of drainage water.

4. The Licensee agrees that the District shall not be liable for any damages which shall occur to any facility in the reasonable exercise of the rights of the District in the course of performance of maintenance or repair of the ditch or drain. The Licensee further agrees to suspend its use of the said easement areas when the use of the easement areas is required by the District for maintenance or repair under this or any other paragraph of this License Agreement.

5. In the event of the failure, refusal or neglect of the Licensee to comply with all of the terms and conditions of this License Agreement, the license of the Licensee under the terms hereof may be terminated by the District, and any facility, structure, plant, or any other improvement in or over the drain or ditch, and the right of way therefor, which may impede or restrict the maintenance and operation of such ditch or drain by the District with its equipment for the maintenance of the ditch or drain shall be promptly removed by the Licensee upon demand of the District.

#### **E. Applicable Law and Jurisdiction Unaffected.**

1. Neither the terms of this License Agreement, the permission granted by the District to the Licensee, the Licensee's activity which is the subject of this License Agreement, nor the parties exercise of any rights or performance of any obligations of this License Agreement, shall be construed or asserted to extend the application of any statute, rule, regulation, directive or other requirement, or the jurisdiction of any federal, state, or other agency or official to the District's ownership, operation, and maintenance of its drains, works and facilities which did not apply to the District's operations and activities prior to and without execution of this License Agreement.

2. In the event the District is required to comply with any such requirements or is subject to the jurisdiction of any such agency as a result of execution of this License Agreement or the Licensee's activity authorized hereunder, Licensee shall indemnify, hold harmless and defend the District from all costs and liabilities associated with the application of such laws or the assertion of such jurisdiction or, at the option of the District, this License Agreement shall be of no force and effect and the Licensee shall cease all activity and remove any facility authorized by this License Agreement.

#### **F. Indemnification**

1. In addition to all other indemnification provisions herein, Licensee further agrees to indemnify, hold harmless and defend the District from any injury, damages, claim, lien, cost and/or expense (including reasonable attorney's fees) incurred by, or asserted against, the District by reason of the negligent acts or omissions of Licensee or its agents, contractors or subcontractors in performing the construction and activities authorized by this License Agreement.

#### **G. Fees and Costs**

LICENSE AGREEMENT - 4

1. The Licensee agrees to pay attorney fees and engineering fees charged by the attorney for the District or by the engineers for the District in connection with the negotiation and preparation of this License Agreement.

2. Should either party incur costs or attorney fees in connection with efforts to enforce the provisions of this License Agreement, whether by institution of suit or not, the party rightfully enforcing or rightfully resisting enforcement of the provisions of this License Agreement, or the prevailing party in case suit is instituted, shall be entitled to reimbursement for its costs and reasonable attorney fees from the other party.

#### H. Miscellaneous

1. No Claims Created. Nothing in this License Agreement shall create or support a claim of estoppel, waiver, prescription or adverse possession by the Licensee or any third party against the District.

2. Assignment. Neither this License Agreement nor any agreement entered pursuant to this License Agreement may be assigned or transferred without the prior written approval of the Parties, which approval shall not be unreasonably withheld.

3. Amendment and Modification. Any amendment or modification of this License Agreement must be in writing and signed by all parties to be enforceable.

4. Interpreted. This License Agreement shall be interpreted and enforced in accordance with the laws of the State of Idaho. This License Agreement is not intended for the benefit of any third party and is not enforceable by any third party. If any provision of this License Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, all remaining provisions of this License Agreement shall remain in full force and effect. The parties represent and warrant to each other that they each have authority to enter this License Agreement. The catchlines or section headings herein set forth are provided only for the convenience of the parties in locating various provisions of this License Agreement, and are not intended to be aids in interpretation of any provision of this License Agreement with respect to which the parties might disagree at some future time, and shall not be considered in any way in interpreting or construing any provision of the License Agreement.

5. Binding Effect. The covenants, conditions and agreements herein contained shall constitute covenants to run with, and running with, the real property described in Exhibit A, and shall be binding on each of the parties hereto and on all parties and all persons claiming under them or either of them, and the advantages hereof shall inure to the benefit of each of the parties hereto and their respective successors and assigns.

6. Notices. Any and all notices, demands, consents and approvals required pursuant to this License Agreement shall be delivered to the parties as follows:

Drainage District No. 2  
c/o S. Bryce Farris  
P.O. Box 7985

See page 1 for Licensee

Boise, ID 83707

Notices shall be deemed to have been delivered upon hand deposit in the United States mail as provided above.

7. Counterparts. This License Agreement may be executed and delivered in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the District has hereunto caused its name to be subscribed by its officers first hereunto duly authorized by resolution of its Board of Directors and the Licensee has caused its name to be subscribed, all as of the day and year herein first above written.

DRAINAGE DISTRICT NO. 2

By *Gary Olson*  
Its President

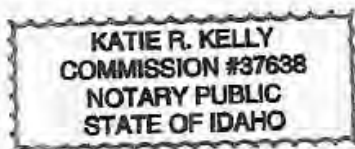
ATTEST:

*Mitch Coburn*  
Its Secretary

STATE OF IDAHO    )  
                              ) ss:  
County of Ada     )

On this 3 day of June, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Gary Olson and Mitch Coburn, known to me to be the President and Secretary, respectively, of DRAINAGE DISTRICT NO. 2, the drainage district that executed the foregoing instrument and acknowledged to me that such drainage district executed the same.

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



*Katie R. Kelly*  
Notary Public for Idaho  
Residing at *Dasi's*, Idaho  
My Commission Expires: *2/20/2026*

LICENSE AGREEMENT - 6



VIPER INVESTMENTS LLC,  
an Idaho limited liability company,

By: Corey Barton Its: Manager

STATE OF IDAHO )  
 )ss.  
County of Ada )

On this 24<sup>th</sup> day of April, 2020, before me, the undersigned, a notary public in and for said state, personally appeared Corey Barton, known to me to be the Manager of VIPER INVESTMENTS LLC, the entity that executed the foregoing instrument, and acknowledged to me that said entity executed the same.

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



Adair Koltes  
Notary Public for Idaho  
Residing at Nampa, ID  
My Commission Expires: 6-05-22

LICENSE AGREEMENT - 7

CITY OF MIDDLETON

By Steven RubeIts Mayor

ATTEST:

Jennica Reynolds  
Its Deputy ClerkSTATE OF IDAHO    )  
  ) ss:  
County of Canyon    )

On this 13 day of April, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Steven Rube and                     , known to me to be the Mayor and                     , respectively, of the CITY OF MIDDLETON, the entity that executed the foregoing instrument and acknowledged to me that such entity executed the same.

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



Jennica Reynolds  
Notary Public for Idaho  
Residing at Canyon County, Idaho  
My Commission Expires: 6/10/2025

LICENSE AGREEMENT - 8

**EXHIBIT A**  
**Licensee's Property**

The portion of the real property owned by the City of Middleton is described in Exhibit A-1 attached hereto and by this reference incorporated herein and the portion of the property owned by Viper Investments, LLC, known as Falcon Valley Subdivision No. 7 is described in Exhibit A-2 and by this reference incorporated herein.

**EXHIBIT B**  
**Crossing Location**

See Exhibit D-1.

**EXHIBIT C**  
**Purpose of License**

The purpose of this License Agreement is to permit Licensee to:

**West Drain:**

1. pipe and relocate a portion of the District's drain along the west boundary of Falcon Valley Subdivision No. 7 (in lot 63, Block 20) in 36" pipe;
2. construct and install a water line parallel to the above-referenced pipe (there is also a power line which shall be parallel to the pipe and cross the pipe at two locations) and within the District's easement (the District's drain shall be in a 30 foot utility easement but the District's easement shall remain 50 feet for the piped drain with the remaining 20 feet extending into the lots 58-62, Block 20 and lots 21-27, Block 14 for Falcon Valley Subdivision No. 7);
3. construct and install Old Mill Street, including roadway improvements such as curb, gutter and sidewalks across and over the above-referenced pipe and with the District's easement (the roadway crossings shall have curb cuts for the District's access from the roadways to the District's drain/easement)
4. construct and install four (4) separate water line crossings and two (2) pressure irrigation lines across and under drain and within the District's easement (the crossings shall be located a minimum of three feet (3") below the District's drain);

**Little Drain:**

5. pipe the Little Drain in 36" RCP (including pre-cast headwalls) and construct and install roadways for Quartz Avenue and Duff Lane, including roadway improvements such as curb, gutter and sidewalks across and over the above-referenced pipe and with the District's

LICENSE AGREEMENT - 9

easement (the roadway crossings shall have curb cuts for the District's access from the roadways to the District's drain/easement);

6. within the roadway for Quartz Avenue, construct and install an 8" sewer line, 4" pressure irrigation line and 4-6" conduits for joint trench across and under the pipe for the Little Drain and within the District's easement (with the exception of the sewer line, which shall be 2.9 feet below the District's drain, the utility crossings shall be located a minimum of three feet (3') below the District's drain);
7. ~~within the roadway for Duff Lane, construct and install an 4-6" conduits for joint trench, 6" pressure irrigation line and 18" gravity irrigation pipe across and above the pipe for the Little Drain and within the District's easement;~~ (OUTSIDE OF DUFF LANE RIGHT OF WAY)
8. within the roadway for Duff Lane, construct and install 12" water main across and under the pipe for the Little Drain and within the District's easement (the water main shall be located a minimum of three feet (3') below the District's drain);
9. on the north side of the Little Drain, construct and install a 10' asphalt pedestrian pathway, grass landscaping and sprinklers within the District's easement; and
10. under the above-referenced pathway, and on the north side of the Little Drain, construct and install a 12" water main within the District's easement;

WEST OF AND  
ADJACENT TO

all within Licensee's property described in Exhibit A, consisting of Falcon Valley Subdivision No. 7, a portion of the Little Drain property owned by the City of Middleton and the City Park located in Middleton, Canyon County, Idaho. No other construction or activity is permitted within or affecting the drain or the District's easement.

#### **EXHIBIT D** **Special Conditions**

- a. The construction described in Exhibit C shall be in performed in accordance with certain plans attached hereto as Exhibit D-1 and by this reference incorporated herein. As part of the construction of the roadways for Quartz Avenue and Duff Lane, Licensee shall construct a transitions from new improvements to the existing access roads for the District's use and access to the Little Drain.
- b. Licensee shall notify the water superintendent of the District prior to and immediately after construction by contacting Allen Funkhouser at 208-571-3804 so that he or the District's engineers may inspect and approve construction.
- c. Licensee shall be responsible for operation, maintenance, and repair associated with the drain which has been placed in pipe/culvert within the property described in Exhibit A, including rehabilitation or replacement of the pipe/culvert and rehabilitation of the District's easement. Maintenance shall include, but not be limited to, the removal and disposal of silt, gravel, plant material, and all trash and debris which may accumulate in the pipe. Repairs shall include, but not be limited to, all repairs necessary to preserve the

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structural integrity and unobstructed flow of water through the drain and prevent the loss of water from the drain. If the Licensee shall fail in any respect to properly operate, maintain and repair such portion of the drain, then the District, at its option, and without impairing or in anyway affecting its other rights and remedies hereunder, shall have the right to perform the necessary maintenance and repairs and the Licensee agrees to pay to the District, on demand, the cost or expense which shall be reasonably expended or incurred by the District for such purposes. The District shall give reasonable written notice to the Licensee and allow Licensee a reasonable opportunity to perform the necessary maintenance and repairs or other work prior to the District's performing such maintenance, repair or other work except that in cases of emergency the District shall attempt to give such notice as reasonable under the circumstances. Nothing in this paragraph shall create or support any claim of any kind by Licensee or any third party against the District for failure to exercise the options stated in this paragraph, and Licensee shall indemnify, hold harmless and defend the District from any claims made against the District arising out of or relating to the terms of this paragraph except for claims arising solely out of the negligence or fault of the District.

d. Licensee acknowledges and agrees that should the encroachments need to be removed in order for the District to access, operate, maintain or repair the drain, it shall be Licensee's obligation and cost of removing or replacing the encroachments. Licensee further agrees that the District shall not be liable for any damages which shall occur to the improvements or other encroachments in the reasonable exercise of the rights of the District in the course of performance of maintenance or repair of the drain.

e. Licensee represents that Licensee has complied with all federal, state or other laws, rules, regulations, directives or other requirements in any form regarding environmental matters, and specifically those relating to pollution control and water quality, as may be applicable under the subject matter, terms or performance of this agreement broadly construed. Licensee recognizes its continuing duty to comply with all such requirements that now exist or that may be implemented or imposed in the future. By executing this agreement the District assumes no responsibility or liability for any impact upon or degradation of water quality or the environment resulting from the discharge or other activity by Licensee which is the subject of this agreement.

f. Licensee hereby indemnifies, holds harmless and shall defend the District from any and all penalties, sanctions, directives, claims or any action taken or requirement imposed by any party or entity, public or private, with respect to environmental matters relating to the subject matter, terms or performance of this agreement unless the District shall be solely responsible for the condition or activity which gives rise to any such penalty, sanction, directive, claim, action or requirement.

g. In the event the District is required by any governmental authority to acquire or comply with any permit or other operational requirements associated with Licensee's activity which is the subject of this agreement, Licensee shall indemnify, hold harmless and defend the District from all costs and liabilities associated with such permit and other requirements, including but not limited to all costs associated with all permit acquisition, construction, monitoring, treatment, administrative, filing and other requirements.

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h. The parties to this agreement recognize this license agreement is an accommodation to Licensee. The District by this agreement does not assume, create, or exercise legal or other authority, either express or implied, to regulate, control, or prohibit the discharge or contribution of pollutants or contaminants to the District's facilities or to any groundwater, waters of the State of Idaho or the United States, or any other destination. Such authority, to the extent that it exists, is possessed and exercised by governmental environmental agencies.

i. Construction authorized by this License Agreement shall be completed within one year from the date of this Agreement. Time is of the essence.

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332 N. Broadmore Way  
Nampa, ID 83687  
Ph: (208) 442-6300 • Fax: (208) 466-0944

## T.O ENGINEERS

### ADDITIONAL SERVICES AUTHORIZATION #3 – Additional Topo and Right of Way for Middleton Road Extension

DATE: 3/29/21

Contract/Project No: 150038 Project Name: Middleton Road Alignment Project  
Name of Client: City of Middleton  
Address: 1103 West Main Street  
City/State: Middleton, Idaho Zip Code: 83644 Telephone: 208-585-3133  
Description of Services to be Provided by Consultant: Please see attached scope and budget

Budget Estimate: Please see attached scope and budget ☐ T & M (Estimate Only) ☒ T & M (Not to Exceed)  
(Additional services are performed on a time and materials basis unless otherwise shown in writing)

Additional Service Requested By: Becky Crofts, City Administrator

Additional Service Request Rec'd By: Patrick Colwell via ☒ Verbal ☐ Written

Special Conditions: This is a supplemental agreement to the previous design for Middleton Road

The Terms and Conditions of the original contract dated October 9, 2017 are incorporated and made a part of this Agreement.

Offered by T-O Engineers (Consultant):

Accepted by Client:

Patrick Colwell 3/29/21  
Signature Date

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

Patrick Colwell, Principal  
Printed Name/Title

\_\_\_\_\_  
Printed Name/Title

- ☐ Work will not proceed until authorization is signed by client  
☒ Work will proceed based on Client's verbal and or email authorization



**MIDDLETON ROAD RE-ALIGNMENT PROJECT  
CITY OF MIDDLETON  
ASA #3 – Additional Topo, Boundary and Right of Way for Middleton Road Extension  
SCOPE OF WORK  
March 29, 2021**

**OVERVIEW:**

This scope of work defines professional services to be performed by the consultant for the client regarding this project. The client is the City of Middleton. T-O Engineers (T-O) is the consultant responsible for survey and civil design of the extension of Middleton Road, from the existing Boise River Bridge, along the section line due north to State Highway 44 (SH44). This portion of the project will have two prime objectives:

1. Survey both ends of the project (topo and boundary) for the design of the two end treatments of this project: the signal at State Highway 44 and the roundabout at Sawtooth Lake Drive.
2. Provide Right of Way and easements for these two areas.

T-O Engineers will work in conjunction with Precision Engineering, who will be completing all intersection design, including a roundabout at Sawtooth Lake Drive.

All funds for this project will be local funds supplied by the City of Middleton. No state or federal funding will be used for this project, and the project will continue to be ISPWC specifications. Special provisions will also be provided to the City. City will complete bidding processes. If City desires assistance during construction, T-O can supply a construction assistance proposal at that time. No public meetings are anticipated or included in this scope.

**TASKS:**

Within this scope, the consultant will perform three (2) major work tasks as follows:

**Task 7 – Topographic and Boundary Survey**

**Task 8 – Roadway Design – Previously approved by City of Middleton and not included in this addendum**

**Task 9 – Right of Way Plans and Legal Descriptions**

**Task 7 Topographic and Boundary Survey**

T-O will complete a topographic and boundary survey to supplement existing survey information. The topo and boundary additions will be along State Highway 44 (within right of way limits) and north up to Harmon Way to allow for signal design. Additionally, T-O will complete topo and boundary survey for location of future roundabout at Sawtooth Lake Drive.

**7.1 Boundary Survey and Ownership**

Complete Boundary Survey on 8 parcels. Consultant will prepare a preliminary ownership map (without meets and bounds), based upon the readily available county assessor maps, records of survey, and subdivision plat maps available from Canyon County. The preliminary ownership map will include location of parcel boundaries and rights-of-way. Parcel owner

information, including parcel numbers, names and addresses of owners will be obtained from the Canyon County Assessor's records. Owners of jurisdictions over highways, roads, drainage facilities, and utilities will be provided by the applicable agency and/or owner. The preliminary ownership map will be used as the working base drawing/parcel boundary layer in the master base map for preparation of various right-of-way documents.

## **7.2 Topographic Survey**

Perform a topographic and existing features survey to a degree sufficient to determine required future right-of-way, matches to existing structures, roadways, and features. This topographic and existing features data will be added to the base drawings.

## **7.3 Base Mapping**

T-O will contact appropriate utilities to gather record drawings. This will be added to the topographic and boundary survey to form the base map for design.

## **Task 8 Roadway Design - (Previously approved by City of Middleton – Scope tasks shown here only for information)**

Consultant will prepare and deliver final plans showing alignment and grade for the project, completing the center portion of Middleton Road that was previously the River Street roundabout. T-O will also modify the southern portion to tie into roundabout design at Sawtooth Lake once that design is completed.

### **Assumptions:**

1. Design will be based on previously submitted Middleton Road northern and southern portions and previous City comments.
2. Roundabout design (and surrounding area) will be completed by Precision Engineering. A roundabout will be located at the intersection of Sawtooth Lake Drive and Middleton Road. T-O will coordinate with Precision Engineering.

## **8.1 Final Roadway Design**

Complete design along the proposed roadway alignment. Coordinate with Precision Engineering for intersection layouts.

## **8.2 Final Roadway Plans**

Create plan and profile sheets for the Middleton Road alignment.

## **8.3 Final Drainage Design**

Consultant will develop drainage report demonstrating how stormwater will be treated and disposed. It is anticipated that roadside swales will be adequate for stormdrainage treatment and disposal. Consultant will show typical swale section on plans. Wider areas may be needed in some locations.

#### **8.4 Water Design**

Consultant will design future water line on plans, including connection to existing facilities. This will include meeting with City staff to determine what facilities are needed along this alignment.

#### **8.5 Irrigation Design**

Coordinate with Irrigation district on piping and relocation of the check structures on the center portion of the Middleton Road project.

#### **8.6 Sewer Design**

Consultant will design future sewer line on plans and profiles, including connection to existing facilities. This will include meeting with City staff to determine what facilities are needed along this alignment.

#### **8.7 Traffic Control Plans**

Consultant will complete traffic control plans, including advanced warning and informational signs.

#### **8.8 Signing and Pavement Marking Plans**

Consultant will create sheets showing signing and pavement markings, taper lengths, and connection points to intersections. Appropriate pedestrian and bicycle facilities will also be marked.

#### **8.9 Erosion and Sediment Control Plans**

Finalize Erosion and Sediment Control plan sheets. Complete the SWPP Package for Contractor's use during construction.

#### **8.10 Engineer's Cost Estimate**

Consultant will prepare an estimated cost for construction. This estimate will be separated out into phases corresponding to the plan sheets. This estimate will also include a bid tab to be used in the City's bid packet.

#### **8.11 Special Provisions**

Provide Special Provisions and Contractor's Notes to the City for inclusion into their bidding packet. Special Provisions will include any item that is not included in the standard ISPWC pay items.

#### **8.12 Landscape Plans**

Complete a set of landscape plans for the center island area and demolished areas.

### **8.13 Design Meetings**

Four meetings will be held with the City and Precision Engineering to review progress and allow the City and Consultants to coordinate between projects and evaluate options.

### **Task 9 Right-of-Way**

T-O will prepare acquisitions descriptions, total ownership maps, and right-of-way plans. Total Ownership maps and right-of-way Plans will be at a 1"=100' scale.

#### **9.1 Legal Descriptions**

Legal descriptions (8 each) will be created for each of the Right-of-way acquisitions (8 each). This anticipates 4 parcels for the roundabout and 4 for the signal. No permanent easements are anticipated. This item includes boundary calculations using existing survey data.

#### **9.2 Exhibits for Legal Descriptions**

An individual exhibit (8 each) will be created for each landowner showing the right-of-way acquisition and permanent easement on their property. Each exhibit will show dimensions and area quantities (square footage and acreage) for easements and right-of-way. The City of Middleton will be responsible for creating deeds, right of way purchase, and approach permitting.

#### **9.3 Description Staking**

Each of the 8 descriptions will be staked using lath, in order for City of Middleton (or designated negotiator) and landowners to negotiate acquisitions. This scope assumes all staking will be completed at one time.

Right-of-way monuments and Record of Survey will be completed after construction (in a separate agreement) in effort to prevent damage to monuments by construction equipment.

Project Budget



City of Middleton  
Middleton Road Extension Project - ASA #3  
March 29, 2021

Task No.	Description of Work	Total Man-hours	Project Manager	Survey Manager	Surveyor	Landscape Architect	Engineer	Clerical
<b>7 Topographic and Boundary Survey</b>								
7.1	Boundary Survey	22	2	4	16			
7.2	Topographic Survey	26		2	24			
7.3	Base Mapping	20	2	2	8		8	
<b>8 Roadway Design</b>								
8.1	Final Roadway Design							
8.2	Roadway Plans							
8.3	Drainage Design							
8.4	Water Design							
8.5	Irrigation Design		Previously approved by City of Middleton					
8.6	Sewer Design							
8.7	Traffic Control Plans							
8.8	Signing and Pavement Marking Plans							
8.9	Sediment and Erosion Control Plans & SWPP documents							
8.10	Engineer's Cost Estimate							
8.11	Landscape Plans							
8.12	Special Provisions							
8.13	Design Meetings							
<b>9 Right-of-Way</b>								
9.1	Legal Descriptions	42		24	16			2
9.2	Exhibits for Legal Descriptions	24		8			16	
9.3	Description Staking	26	2	8	16			
	<b>Total Estimated Hours</b>	<b>160</b>	<b>6</b>	<b>48</b>	<b>80</b>	<b>0</b>	<b>24</b>	<b>2</b>

**A. Summary of Estimated Labor Costs**

Personnel	Man-hours	Rate	Extension
Project Manager (Colwell)	6	\$ 225.00	\$ 1,350.00
Survey Manager (O'Malley)	48	\$ 170.00	\$ 8,160.00
Surveyor (Stone)	80	\$ 120.00	\$ 9,600.00
Landscape Architect (Snyder)	0	\$ 150.00	\$ -
Engineer (Bond)	24	\$ 125.00	\$ 3,000.00
Clerical (Orr)	2	\$ 70.00	\$ 140.00
<b>Total Estimated Labor Costs</b>	<b>160</b>		<b>\$ 22,250.00</b>

**B. Direct Expenses**

Production Copies, Postage, Misc.			\$ 300.00
GPS	5 days at	\$ 100.00	\$ 500.00
Mileage	100 miles at	\$ 0.60	\$ 60.00
<b>Total Estimated Direct Expenses</b>			<b>\$ 860.00</b>

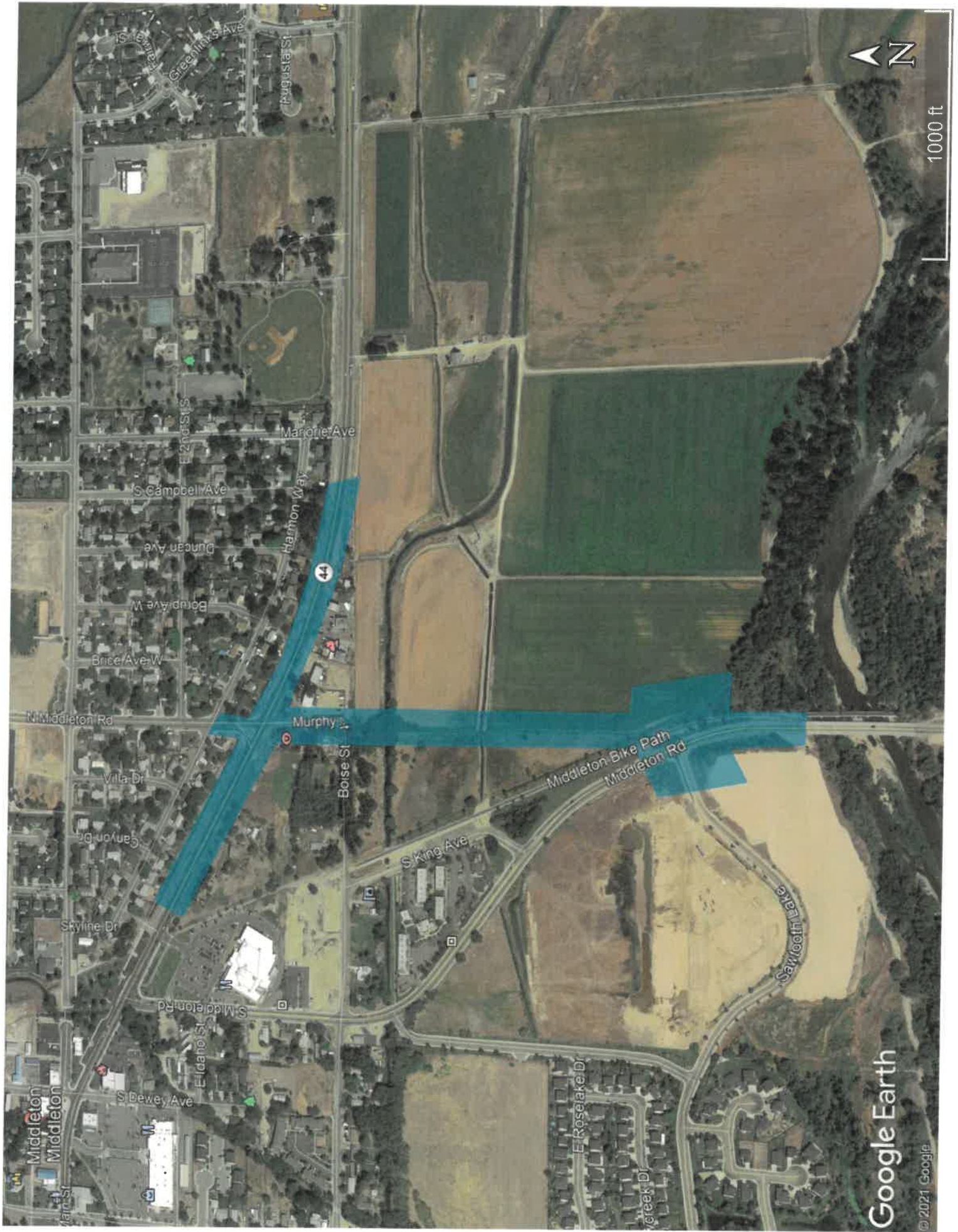
<b>Total</b>			<b>\$ 23,110.00</b>
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**EXHIBIT "A"**  
**FUNCTIONAL FEE SCHEDULE**  
**PROFESSIONAL SERVICES**  
*Effective March 1, 2021*

<b>I. PERSONNEL</b>	
Principal	\$225.00 - \$250.00 /hour
Project Manager	\$115.00 - \$210.00 /hour
Project Engineer	\$110.00 - \$165.00 /hour
Staff Engineer	\$85.00 - \$120.00 /hour
Environmental Specialist	\$95.00 - \$130.00 /hour
Aviation Planner	\$100.00 - \$190.00 /hour
Construction Manager	\$125.00 - \$190.00 /hour
GIS Specialist	\$90.00 - \$110.00 /hour
Inspector/Technician	\$60.00 - \$115.00 /hour
Information Technology	\$90.00 - \$130.00 /hour
Administrative	\$60.00 - \$115.00 /hour
<b>II. LANDSCAPE ARCHITECT</b>	
Landscape Architect	\$85.00 - \$150.00 /hour
<b>III. SURVEYING</b>	
Survey Manager	\$150.00 - \$200.00 /hour
Staff Surveyor	\$70.00 - \$120.00 /hour
Survey Technician	\$70.00 - \$120.00 /hour
<b>IV. SURVEY EQUIPMENT</b>	
Aquatic Survey Vessel	\$200.00 /hour
GPS or Robotic Survey Equipment	\$65.00 /hour
Conventional Survey Equipment	\$25.00 /hour
GIS Data Logger	\$15.00 /hour
UAV Flight Charge	\$75.00 /hour
Drill and Generator	\$80.00 /day
<b>V. COMPUTER SOFTWARE</b>	
Property Database Research	\$50.00 /hour
CADD and Other Technical Software	\$10.00 /hour
<b>VI. REPRODUCTION</b>	
In-House Reproduction	Hourly Labor Rates Apply
Outside Reproduction	Actual Cost + 10%
<b>VII. MILEAGE</b>	
Vehicle	0.55 - 0.65 /mile
ATV Vehicle	\$20.00 /hour
<b>VIII. OTHER DIRECT CHARGES</b>	
Direct costs for material or services incurred for the project	Actual Cost + 10%

- Notes:
1. When employees perform work that requires overtime, the billing rate for that overtime work will be increased to 130% of the rate established above. Overtime shall be defined as any work required of an employee in excess of 40 hours per week.
  2. When employees perform work that requires litigation or as a professional witness, the billing rate for that work will be increased to 200% of the rate established above.
  3. This fee schedule is subject to periodic adjustment.









## **LEASE AGREEMENT**

THIS LEASE AGREEMENT (the “**Agreement**”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, between The City of Middleton, an Idaho municipality, (“**Lessor**”), and Knife River Corporation - Mountain West, a Delaware corporation, (“**Lessee**”).

### **RECITALS:**

A. Lessor is the owner of the real property more particularly described on Exhibit A attached hereto and made a part hereof (the “**Premises**”).

B. Lessor and Lessee desire to enter into an exclusive agreement for the drilling, blasting, mining, crushing, screening, hauling, scaling, stockpiling and selling rock, aggregate, sand, and related materials and by-products thereof from the Premises.

NOW, THEREFORE, the parties agree as follows:

1. Conditions Precedent: This Agreement is expressly conditioned upon and will not be effective (“**Effective Date**”) until satisfaction of the following conditions:

1.1 Lessee’s determination, in its sole discretion, that the quantity and quality of rock and aggregate available in the Premises will allow an economically viable commercial aggregate business;

1.2 Lessee’s receipt of the necessary permits required by all governmental agencies and Lessee’s determination, in its sole discretion, that the permits and any of the conditions or restrictions required by such permits or applicable zoning will allow an economically viable commercial aggregate business to be operated on the Premises;

1.3 Lessee’s at its sole cost and expense shall— ~~completion of an~~ environmental due diligence which may include, but is not limited to, a satisfactory Phase I Site Assessment; and

1.4 Lessee’s review of title to the Premises, including fee interest and any easements or encumbrances that might interfere with Lessee’s intended operations on the Premises.

Lessee and its agents shall have full access to the Premises for the purpose of conducting its inspections and studies. If Lessee is satisfied that such conditions have been met in its sole discretion, Lessee shall give written notice of lease commencement to Lessor within [30] days from the date of execution of this Agreement, otherwise this Agreement shall be of no further force and effect.

2. Premises: This Agreement shall cover the Premises. Lessor warrants that Lessor has title to the Premises and the rock, sand, granite, limestone, basalt, traprock, stone, and gravel and any other materials (collectively the “**Materials**”), free of any encumbrances that affect the rights and interests of the Lessee under this Agreement, and Lessor does hereby lease the Premises exclusively to Lessee. Lessee shall have the exclusive right to transport and stockpile on, over and across the Premises Materials mined on the Premises.

3. Ingress and Egress to Premises: Lessor warrants that it has legal access (the “**Access**”) to the Premises that is suitable for the uses and activities contemplated herein. Lessor hereby grants to Lessee during the term of this Agreement the non-exclusive right to use the Access for the uses and activities contemplated herein. Lessee shall have the right to construct and build, at Lessee’s cost and expense, upon Lessor’s Premises, such conveyors and roads as deemed necessary by Lessee to mine, excavate and process the Materials. Lessor shall, upon the request of Lessee, cooperate in obtaining such permits, licenses and approvals as are necessary to allow Lessee to build and construct such new roads on the Premises, but all such permits, licenses and approvals shall be at the cost and expense of Lessee. Lessor shall provide access as depicted in Exhibit A and allow operation, ingress, and egress of material by heavy truck from 6am-10pm, 6 days a week (Monday through Saturday) at all times. In addition, Lessor shall provide access necessary to meet schedule demands of public works contracts up to and including 24 hours a day, 7 days a week. Lessor requires 14-day notification of public works contracts, and requires ingress and egress of material by heavy trucks along S. Cemetery Road and SH44 for any 24-hour operation.-

4. Term: The initial 2-year term of this Agreement shall commence as of the Effective Date and shall terminate on \_\_\_\_\_ 2023.

5. Extension: If Lessee is not in default in the performance of this Agreement, Lessee shall have the exclusive right and option to extend this Agreement for four additional periods of two (2) years each, to wit: If Lessee elects to exercise an option to extend, it should do so not less than forty-five (45) days prior to the commencement date of the option being exercised. Notice of exercise of this extension option shall be given in writing by Lessee to Lessor.

6. Removal of Materials: Immediately upon the Effective Date, Lessee shall have the sole and exclusive right to enter upon the Premises and to explore for, develop, excavate, process, stockpile, quarry, remove 100% of excavated Materials and sell Materials during the current 2- year contract.

7. Erection of Plant and Facilities: Lessee shall have the sole and exclusive right to erect and operate portable plants on the Premises which may be necessary or convenient for the mining, manufacturing, processing or removal of Materials. Lessee shall be responsible for obtaining any permits necessary to erect and operate such plants or facilities upon the Premises and Lessor shall cooperate with such applications at no cost to Lessor.

8. Noise, Odor, Light, Vibration, Dust: Lessee shall comply with all Middleton City Code 8-1-5 requirements regarding noise, odor, light, dust, vibration and other nuisances.

~~89.~~ Utilities: Lessee shall have the right to install and have installed on the Premises, at Lessee's expense, all utilities required by Lessee for Lessee's operations on the Premises and Lessee shall pay for all water, gas, heat, light, power, telephone, and other utilities and services supplied to the Premises, and used by Lessee, together with any taxes thereon.

~~910.~~ Stockpile Areas: Lessee shall have the sole and exclusive right to stockpile on the Premises the Materials manufactured or processed on the Premises. Upon the termination of this Agreement, Lessee shall have [\_\_\_\_6] months following termination to remove stockpiled Materials.

~~4011.~~ Royalty: Lessee agrees to pay Lessor as rental and royalty ("Royalty") for the Materials removed from the Premises [\$2.36 per ton] as measured by certified scales installed at Lessee's expense for the current lease term and all subsequent phases/terms.

~~4112.~~ Pre-Paid Royalty: Lessee agrees to pay to Lessor as a Pre-Paid Royalty ("**Pre-Paid Royalty**") upon Effective Date, the sum of Four Hundred Thousand Dollars (\$400,000.00), The Pre-Paid Royalty shall be credited against royalty payments due during the Term for Materials removed from the Premises until exhausted.

Lessee agrees to sell Materials to Lessor at a discounted price equal to the retail market rate minus the Royalty. This only applies to direct sales to the City of Middleton and not for contractors working under contract.

~~4213.~~ Method of Royalty Payment: When the royalties owed by Lessee exceed the Pre-Paid Royalty paid to date, Lessee shall pay Lessor the royalty on a monthly basis. On or before the 15<sup>th</sup> of each month, Lessee shall send to Lessor payment for the Materials removed, if any, from the Premises during the preceding month. Upon request, and no more than one time per year, Lessor shall have the right to review and audit such records of Lessee as reasonably necessary to confirm the accuracy of royalty payments made to Lessor.

~~4314.~~ Payment of Taxes: Lessor shall pay all real property taxes and assessments on the Premises. Lessor shall provide Lessee with evidence of the payment of such taxes each year. Lessee shall pay all personal property taxes on equipment placed or used on the Premises. Lessee shall be responsible for and pay any taxes imposed by a governmental authority on the removal and/or processing of the Materials; provided, however, that Lessor shall be responsible for all state, federal and local income taxes or similar taxes payable on the royalties received by Lessor hereunder.

~~4~~15. Removal of Equipment: All equipment and personal property placed upon the Premises during the term of this Agreement by Lessee shall remain the property of Lessee. Such equipment and personal property shall be removed by Lessee within six months of expiration of this Agreement.

~~4~~16. Lessee's Right to Terminate: Lessee reserves the right to terminate this Agreement upon one hundred twenty (120) days written notice to Lessor, if:

~~4~~16.1 The Material sources upon the Premises have been exhausted or are deemed to have been exhausted or if the Material sources are no longer commercially reasonable to mine due to quality, quantity, or otherwise; or

~~4~~16.2 Lessee is prohibited from mining the Material by government action, as long as such prohibition is not a result of any fault or negligent act of Lessee.

17. Lessor's Right to Terminate: Lessor reserves the right to terminate this Agreement if Lessee breaches any of it's obligations under this contract and fails to cure the default upon thirty (30) days written notice to Lessee.

~~4~~18. Covenants of Lessee: Lessee shall:

~~4~~18.1 Conduct all of its activities under this Agreement and reclaim the Premises in accordance with all federal and state laws, rules, regulations, and in accordance with any applicable permits.

~~4~~18.2 Maintain general liability insurance in the amount of \$2,000,000.00. Lessor shall be named as an additional insured upon such policy of insurance and shall, upon request of Lessor, be furnished either with a certificate showing that such insurance is in force and effect.

~~4~~18.3 Not cause any hazardous substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Lessee may use or otherwise handle on the Premises only those hazardous substances typically used or sold in the prudent and safe operation of the businesses allowed hereunder. Lessee may store such hazardous substances on the Premises only in quantities necessary to satisfy Lessee's reasonably anticipated needs. Lessee shall comply with all Environmental Laws, now in effect or hereafter enacted, and shall take all practicable measures to minimize the quantity and toxicity of hazardous substances used, handled, or stored on the Premises. Upon the expiration or termination of this Agreement, Lessee shall remove from the Premises all hazardous substances brought on the Premises during the term of this Agreement. The term "**Environmental Law**" shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order, now in effect or hereafter enacted, pertaining to the protection of health, safety or the environment.

1719. Covenants of Lessor: Lessor covenants, represents and agrees as follows:

1719.1 Lessor has received no written notice from any governmental agency of any violation of any statute, law, ordinance, deed restriction, rule or regulation with respect to the Premises. There is no pending or threatened litigation, condemnation proceeding or annexation proceeding affecting the Premises, and there are no governmental assessments not disclosed herein or any agreements to convey any portion of the Premises, or any rights thereto, to any party other than Lessee, including, without limitation, any government or governmental agency.

1719.2 To the best of Lessor's knowledge (i) the Premises have never been used for the storage or disposal of any hazardous substances, and (ii) there are no environmentally hazardous substances contained on or under the Premises and the Premises have not been identified by any governmental agency as a site upon which environmentally hazardous substances have been or may have been located or deposited.

1719.3 Lessor shall cooperate with Lessee to allow productive mining and hauling from the Premises, Lessor shall provide suitable heavy truck access as depicted in Exhibit A and allow operation, ingress, and egress of material by heavy trucks from 6am-10pm, 6 days a week (Monday through Saturday). In addition, Lessor shall provide access necessary to meet schedule demands of public works contracts up to and including 24 hours a day, 7 days a week. Lessor requires 14-day notification of public works contracts, and requires ingress and egress of material by heavy trucks along S. Cemetery Road and SH44 for any 24-hour operation.

~~17.4 — So long as Lessee is not in default under the terms of this Agreement, Lessee shall have possession, use, and quiet enjoyment of the Premises during the term of this Agreement, and Lessor will defend, indemnify, and hold harmless Lessee should any claim be made against Lessee's described use, possession, or quiet enjoyment of the Premises.~~

1719.54 Lessor agrees to cooperate, at no cost to Lessor, with Lessee in obtaining all required permits for Lessee's intended use of the Premises. Lessor shall not object to Lessee's use of the Premise so long as such use is in accordance with the terms of this Lease, applicable law, and any applicable permits.

1820. Assignment and Sublease: Except as otherwise provided herein, no part of the Premises or the rights granted Lessee hereunder may be assigned, mortgaged, or subleased, nor may a right to use any portion of the Premises or any other benefits be offered on any third person, without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Lessee shall have the right, without the consent of Lessor, to assign, sublease, or otherwise transfer Lessee's interest in this Agreement to any affiliate of Lessee.

1921. Right of First Refusal: Lessor irrevocably grants to Lessee the right of first

refusal to lease any other aggregate sources offered by Lessor for an amount equal to any bonafide written offer tendered to Lessor by any third party during the term of this Agreement.

2022. Successors: This Agreement shall apply to, and bind and inure to the benefit of, the successors and permissible assigns of the parties hereto. This Agreement shall run with the land and bind any and all successors in interest thereto. Any sale or transfer of the Premises by Lessor shall be made subject to the terms of this Agreement.

2023. Governing Law and Venue: The parties agree and consent that any action at law, suit in equity or other jurisdictional proceeding brought for the enforcement of this Agreement or arising from any provision thereof shall be instituted only in the courts located in the state where the Premises is located. The interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the state where the Premises is located except for any rule of law which would make the law of any other jurisdiction applicable.

2224. Default: A default may be declared upon the failure of either party to observe or perform any of the covenants, conditions or provisions of this Agreement to be observed or performed by such party, where such failure shall continue for a period of thirty (30) days after written notice thereof from the nondefaulting party; provided, however, that if the nature of the default is such that more than thirty (30) days are reasonably required for its cure, then the defaulting party shall not be deemed to be in default if the defaulting party commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion. In the event of any such default or breach hereof, the non-defaulting or non-breaching party shall be entitled to all rights and remedies afforded by law, which rights shall be cumulative and shall survive the termination of this Agreement.

2325. Attorney Fees: In the event that suit or action shall be filed by either of the parties to enforce or establish any rights or remedies under this Agreement, the party prevailing in such suit shall be entitled to recover such additional sum from the other party as the court may adjudge reasonable as attorney fees in such suit or action and in any appeal therefrom.

2426. Notices: All notices required or permitted by this Lease shall be in writing and deemed given when: (a) personally delivered to the recipient, (b) five (5) days after deposit in the United States mail, certified and postage prepaid, or (c) two (2) days after delivery to a reputable overnight courier and addressed as follows:

Lessor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Lessee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or to such other address as may be specified from time to time by either of the parties in writing.

2527. No Waiver: The waiver of any breach of any term, covenant, or condition herein contained shall not be deemed to be a subsequent waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained.

2628. Certificate: Each party (the "**Responding Party**") shall, within ten (10) days after written request by the other party (the "**Requesting Party**"), execute and deliver to the Requesting Party an estoppel certificate provided by the Requesting Party: (a) certifying that this Agreement is in full force and effect and has not been modified (or if modified stating with particularity the nature thereof), (b) certifying the dates to which the royalties and all payment due have been paid, (c) certifying that to the best of the Responding Party's knowledge there are no uncured events of default hereunder (or, if any uncured events of default exist, stating with particularity the nature thereof) and (d) containing any other certifications as may reasonably be requested. Any such certificates may be conclusively relied upon by the Requesting Party. The failure of the Responding Party to deliver any such certificate within such time shall be conclusive upon the Responding Party that: (w) this Agreement is in full force and effect and has not been modified, (x) the royalties and all sums due have been paid through the date of such written notice, (y) there are no uncured events of default by the Requesting Party hereunder and (z) the other certifications so requested are in fact true and correct.

2729. Memorandum of Agreement: The parties hereto agree that a Memorandum of this Agreement, in the form attached hereto as Exhibit B, shall be recorded in the deed records of the county in which the Premises is located. In the event of any termination of this Agreement, Lessee will execute and deliver to Lessor any and all documents necessary to show, as of record, that the Agreement has been terminated.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

[LESSOR NAME \_\_\_\_\_]

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

“Lessor”

**[KNIFE RIVER ENTITY]**

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

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

“Lessee”



**EXHIBIT A**

**PREMISES**

**EXHIBIT B**

**MEMORANDUM OF LEASE**

After recording, return to:

## MEMORANDUM OF LEASE AGREEMENT

**Lessor:**

**Lessee:**

**Legal Description (Abbreviated Form):**

Additional Legal on Exhibit A attached hereto

**Assessor's Property Tax Parcel/Account Number:**

THIS MEMORANDUM OF LEASE ("**Memorandum**") is made as of \_\_\_\_\_, ~~2017~~2021, among \_\_\_\_\_ ("**Lessor**"), and \_\_\_\_\_ ("**Lessee**"). This Memorandum is to give notice that Lessor and Lessee entered into that certain Lease Agreement ("**Lease**") dated the date of this Memorandum. Pursuant to the Lease, Lessor has leased to Lessee, and Lessee has leased from Lessor the real property identified in Exhibit A as the leased premise. The initial term of the Lease expires on \_\_\_\_, with Lessee having the option to extend the term for up to \_\_ additional \_\_ terms. [Lessor has granted to Lessee a right of first refusal to purchase the leased premises.] This Memorandum is executed to evidence and confirm the Lease, to which reference is made for its terms and conditions.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Memorandum to be executed on the date first written above.

**LESSOR:**

**LESSEE:**

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

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

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he executed the instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_, 2021.



(Use this space for notarial stamp/seal)

\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he executed the instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_, 2021.



(Use this space for notarial stamp/seal)

\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_



## **SCOPE OF WORK – Survey**

City of Middleton

State Highway 44 and Hartley Intersection

April 5, 2021

Civil Survey Consultants, Inc., of Meridian, Idaho, propose to provide the following surveying services to the City of Middleton as part of the SH44 and Hartley Intersection project:

- Update and verify existing right of way and property ownership within the project limits
- Preparation of five (5) legal descriptions and displays for ROW acquisitions and/or easements
- Provide right of way demonstration staking

**Civil Survey Consultants**  
**Man-hour Estimate**  
**SH 44 and Hartley - R/W takes and demo staking**

Manhours

Task Description	Project Manager	Project Surveyor	Survey Technician	GPS Survey Crew	Total
1. Records research in Canyon County		8			8
2. Initial field control and corner ties				16	16
3. Verify property lines using record info and title reports		16			16
4. Calculate new R/W		4			4
5. Legal descriptions and sketches for R/W takes		15			15
6. Field work for R/W demo staking				8	8
7. Field work for project control and benchmarks				4	4
8. Administration	1				1
	1	43	0	28	72

Fees

	Project Manager \$145.00	Project Surveyor \$120.00	Survey Technician \$100.00	GPS Survey Crew \$165.00	Total
1. Records research in Canyon County	\$0.00	\$960.00	\$0.00	\$0.00	\$960.00
2. Initial field control and corner ties	\$0.00	\$0.00	\$0.00	\$2,640.00	\$2,640.00
3. Verify property lines using record info and title reports	\$0.00	\$1,920.00	\$0.00	\$0.00	\$1,920.00
4. Calculate new R/W	\$0.00	\$480.00	\$0.00	\$0.00	\$480.00
5. Legal descriptions and sketches for R/W takes	\$0.00	\$1,800.00	\$0.00	\$0.00	\$1,800.00
6. Field work for R/W demo staking	\$0.00	\$0.00	\$0.00	\$1,320.00	\$1,320.00
7. Field work for project control and benchmarks	\$0.00	\$0.00	\$0.00	\$660.00	\$660.00
8. Administration	\$145.00	\$0.00	\$0.00	\$0.00	\$145.00
	\$145.00	\$5,160.00	\$0.00	\$4,620.00	\$9,925.00