



AGENDA  
City Council Meeting  
City of Middleton, Idaho

Date: Wednesday June 15, 2022,

Time: 5:30 p.m.

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

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

**Action Item:**

- A. Approve Agenda

**Information Item:** Republic Services cart options and compost bins. – Rachelle Klein

**Discussion Item:**

1. Resolution for adding items to the Middleton City Council Agenda – Mayor Rule

**Action Items:**

1. Consent Agenda (items of routine administrative business) (**Action Items**)
  - a. Consider approving minutes for City Council June 1, 2022, regular and special meeting.
  - b. Consider ratifying payroll for May 27, 2022, in the amount of \$59,315.36.
  - c. Consider approving accounts payable thru June 10, 2022, in the amount of \$228,078.55.
2. **Public Hearing:** (*Request to be tabled.*) Applications by M3 and JUB Engineers for annexation/zone change, preliminary plat, development agreement, and comprehensive plan map amendment with respect to Quarry East Subdivision located at 21500 Middleton Road and 11436 Lincoln Road (Tax Parcel Nos. R34076 and R34077). The proposed preliminary plat consists of 466 single family homesites, 102 duplex homesites, 72 cluster single family lots, 1 mini-self storage lot, 67 common lots, and 46 shared driveways/private roads lots on 236.60 acres of vacant land zoned County Agricultural, C-1, and M-1. Applicants are requesting a zone change to Mixed Use (M-U). In the comprehensive plan map amendment application, applicants are requesting that the "Residential Use" designated for the property be changed to "Industrial Use" to accommodate the mini-storage parcel. – Roberta Stewart
3. **Public Hearing:** (*Request to be tabled.*) Application by Middleton Rivers, LLC and Jay Gibbons/South Beck & Baird for preliminary plat with respect to the Channel Crossing Subdivision (aka "Sawtooth Lake Mixed-Use Subdivision") located at 22457 So. Middleton Road and 0 So. Middleton Road (Tax Parcel Nos. R180350, R18035011, R180340 & 18036010). The proposed preliminary plat is zoned Mixed Use (M-U) and consists of five commercial lots, 119 single family attached (townhome) lots, and seven common lots on 15.19 acres. – Roberta Stewart
4. Consider a motion to accept the resignation of Scott Brock and appoint Allen Tremble to the Middleton Planning and Zoning Commission as his replacement. – Mayor Rule


5. Consider approving the Purchase Agreement between the City of Middleton and the Wetlands Group LLC for 1.9 acres wetlands for the Middleton Road Realignment project. – Mayor Rule
6. Consider approving an agreement between OMCS, LLC and the City of Middleton for wastewater operation services effective June 1, 2022. – Jason Van Gilder
7. Consider approving a scope of services between T-O Engineers and the City of Middleton for the wastewater treatment plant upgrades in an amount not to exceed \$3,304,000.00 – Jason Van Gilder
8. Consider approving non-aerial fireworks vendor permit from Phantom Fireworks for dates 6/24/2022 – 7/5/2022. – Dawn Goodwin
9. Consider approving a beer and wine license for Family Dollar #3004 (206 E Main Street) until May 31, 2023. – Dawn Goodwin
10. Consider approving final plat for Concord Square Subdivision. – Roberta Stewart
11. Consider approving final plat for Estates at West Highlands Subdivision No. 1, which request includes waiver of landscape berm requirement (MCC 5-4-10-6) - Roberta Stewart

#### **Public Comments**

12. **Executive Session pursuant to Idaho Code and possible decision(s) to follow:**  
74-206(1)(d) to consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code.  
74-206(1)(b) to consider evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public-school student.

#### **Mayor and Council Comments, Adjourn**

Posted by:

  
Dawn M. Goodwin, Deputy Clerk

Date: June 10, 2022, 2:30 p.m.

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

**1a**

---

**MIDDLETON CITY COUNCIL**  
**JUNE 1, 2022**

The Middleton City Council meeting on June 1, 2022, was called-to-order at 5:31 p.m. by Mayor Steven Rule.

**Roll Call:** Council President Kiser, Council Members Huggins, Murray and O'Meara were present. City Attorney Douglas Waterman, and Deputy Clerk Dawn Goodwin were present.

Pledge of Allegiance, Invocation: Jean Fishburn

**Action Items**

**A. Approve Amended Agenda**

**Motion:** Motion by Council President Kiser to approve the amended agenda as posted May 31, 2022, at 11:50 a.m. Motion seconded by Council Member O'Meara and approved unanimously.

**Action Items:**

1. Consent Agenda (items of routine administrative business) (**Action Items**) (**Exhibit A**)
  - a. Consider approving minutes for City Council May 18, 2022, regular meeting.
  - b. Consider ratifying payroll for May 20, 2022, in the amount of \$122,619.29.
  - c. Consider approving accounts payable thru May 27, 2022, in the amount of \$87,014.81.
  - d. Consider approving a quote from HACH for testing equipment for the Pilot Project in the amount of \$5,391.96.
  - e. Consider approving a proposal from Ackerman Estvold for Piccadilly Park Drainage Improvements in the amount of \$11,800.00.

Mayor Rule called the items. Council President Kiser stated he had gone through the accounts payable, and nothing had changed since the check registers had been uploaded to the council drobox.

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

2. Consider finding that delays in the approval of Mid-Star impact fee program present an imminent peril to the public welfare and consider adopting an emergency moratorium on development applications and building permits in the City of Middleton pursuant to Idaho Code 67-6523.

Mayor Rule called the agenda item, City Attorney Douglas Waterman requested the item be moved to later in the meeting as he was still crafting the document pertaining to the agenda item.

3. Consider Request for Reconsideration of the Mill at Middleton Subdivision Preliminary Plat Approval from April 6, 2022. – Roberta Stewart/Douglas Waterman (**Exhibit B**)

Mayor Rule called the agenda item and City Attorney Douglas Waterman explained that State Code 67-6535 entitled any interested person the ability to request that the application be reconsidered based on new facts or facts that they felt were not given the proper amount of consideration during the first hearing and decision of the application. Mr. Waterman went on to explain the hearing process to the Council and those in attendance. Council Member O'Meara recused himself.



---

Jeremey Rudolph and Kylie Billingsley presented a power point outlining, what they let were eleven (11) deficiencies in the decision on the Mill at Middleton Subdivision Preliminary Plat. The deficiencies included lack of consideration for letters presented by Middleton School District #134 and Greater Middleton Parks and Recreation District, the lack of Middleton Road being opened for traffic flow, a letter from Aldape Sprinklers stating that it was highly recommend that the neighbors speak with the developer discouraging the buildup of the land to help prevent the flooding of lawns and drains.

Council Discussion followed. Council Member Huggins stated that both letters from the Middleton School District and Greater Middleton Parks and Recreation District had been given consideration and that although she is in big favor of taxing districts working together, the city has no control over how the county considers the collection of funds. Council Member Huggins went on to express that regarding the COMPASS report, discussion was had, and the discussion was taken into consideration into the final disscission for the application. Regarding the city sewer system, the city is always monitoring the capacity and takes the capacity into consideration before approving any application. Council Member Murray stated that he had originally voted no on the application and that he had agreed with a lot of the points presented to Council tonight. Council President Kiser addressed the concerns of flooding stating that the application was a preliminary plat and that these kinds of issues would be addressed and resolved but the applicants and city engineers before being brought before council for an approval or denial of the final plat.

**Motion:** Motion by Council President Kiser to deny a Request for Reconsideration of the Mill at Middleton Subdivision Preliminary Plat Approval from April 6, 2022 Motion seconded by Council Member Huggins and approved unanimously by roll call vote of 2 to 1.

4. Consider approval of Consent to Annexation & Utility Corridor Agreement (Pre-Annexation Agreement) for the C-4 Subdivision. – Roberta Stewart

Mayor Rule called the item and Planning, and Zoning Official Roberta Stewart gave a brief explanation of the item while presenting **Exhibit C**.

**Motion:** Motion by Council President Kiser to approve the Consent to Annexation & Utility Corridor Agreement (Pre-Annexation Agreement) for the C-4 Subdivision. Motion was seconded by Council Member Huggins and approved unanimously by roll call vote.

5. Consider approving a Memorandum of Understanding – Leading Idaho Local Bridge Program between the Local Highway Technical Assistance Council and the City of Middleton. – Jason VanGilder (**Exhibit D**)

Mayor Rule called the item and gave a brief explanation of the agenda item as Public Works Director was out of the office.

**Motion:** Motion by Council President Kiser to approve a Memorandum of Understanding – Leading Idaho Local Bridge Program between the Local Highway Technical Assistance Council and the City of Middleton. Motion was seconded by Council Member O'Meara and carried unanimously.

6. Consider adding WSP USA, Inc. to the City's on-call services roster. – Jason VanGilder

Mayor Rule called the item and gave a brief explanation of the agenda item as Public Works Director was out of the office.

---

**Motion:** Motion by Council President Kiser to add WSP USA, Inc. to the City's on-call services roster. Motion seconded by Council Member Huggins and approved unanimously.

7. Consider adding CMWM Plumbing to the City's on-call services roster. – Jason VanGilder

Mayor Rule called the item and gave a brief explanation of the agenda item as Public Works Director was out of the office.

**Motion:** Motion by Council President Kiser to add CMWM Plumbing to the City's on-call services roster. Motion seconded by Council Member Huggins and approved unanimously.

8. Consider approving an additional services authorization from T-O Engineers for the Middleton Headworks Maintenance in an amount not to exceed \$14,245.00. – Jason VanGilder **(Exhibit E)**

Mayor Rule called the item and gave a brief explanation of the agenda item as Public Works Director was out of the office.

**Motion:** Motion by Council President Kiser to approve an additional services authorization from T-O Engineers for the Middleton Headworks Maintenance in an amount not to exceed \$14,245.00. Motion seconded by Council Member Huggins and approved unanimously.

9. Consider approving a quote from HUBER Technology for the rehabilitation of the Middleton Headworks screens in an amount not to exceed \$10,110.00. – Jason VanGilder **(Exhibit F)**

Mayor Rule called the item and gave a brief explanation of the agenda item as Public Works Director was out of the office.

**Motion:** Motion by Council President Kiser to approve an approving a quote from HUBER Technology for the rehabilitation of the Middleton Headworks screens in an amount not to exceed \$10,110.00. Motion seconded by Council Member O'Meara and approved unanimously.

10. Consider approving non-aerial Fireworks vendor permit from Outlet Fireworks, LLC for dates 6/24/2022-7/05/2022. – Becky Crofts **(Exhibit G)**

Mayor Rule called the item and Deputy Clerk Dawn Goodwin gave a brief explanation of the item.

**Motion:** Motion by Council President Kiser to approve non-aerial Fireworks vendor permit from Outlet Fireworks, LLC for dates 6/24/2022-7/05/2022. Motion seconded by Council Member O'Meara and approved unanimously.

Mayor Rule called for a break at 6:23 p.m. and resumed the meeting at 6:29 p.m.

2. Consider finding that delays in the approval of Mid-Star impact fee program present an imminent peril to the public welfare and consider adopting an emergency moratorium on development applications and building permits in the City of Middleton pursuant to Idaho Code 67-6523. (Exhibit H)

---

Mayor Rule called the item and gave a brief background on the subject and how the item before council came to be. City Attorney Douglas Waterman explained that State Code 67-6523 enabled the city to enact an emergency moratorium based on the safety of its citizens. Council discussion ensued.

**Motion:** Motion by Council President Kiser to approve adopting an emergency moratorium on development applications and building permits in the City of Middleton pursuant to Idaho Code 67-6523. Motion seconded by Council Member O'Meara.

**Amended Motion:** Motion by Council President Kiser to approve adopting an emergency moratorium on development applications and building permits in the City of Middleton pursuant to Idaho Code 67-6523 with the omission of the fifth (5<sup>th</sup>) recital. Motion seconded by Council Member O'Meara and carried unanimously by roll call vote.

Public Comment:

- Residents: Phillip, Jim Taylor, Lori Smith, Sterling Smith, Jackie Hutchison, Theresa Denham, Mike Baldwin, Mike Hoffman, Gennie Fishburn, Armando Fernandes, Maria Fernandes, and Lisa Mayerhofer all passed on the opportunity to address council as signed up on the public comment sheet.
- Marty Denham – Middleton, ID – Mr. Denham expressed his disappointment with the council regarding a previous presentation to the council from T-O Engineers, as not one of them asked any questions regarding the presentation and what was being explained.
- Jason Lenius – 475 Triumph Dr, Middleton, ID – Mr. Lenius thanked the council for their work for the city. He went on to express that he was taken aback that the request for reconsideration was dismissed so quickly.
- Rena McKean – 543 Mountain St., Middleton, ID – Ms. McKean expressed that she felt that the council cannot hear what the public is saying to them and that they need to take into consideration what residents are saying at these meetings.
- Mike Graffe – 1889 Ridge Way, Middleton, ID – Mr. Graffe voiced that the complaining by the residents today was too late, that all the issues they bring up have already been approved based on city code and if the code doesn't change then the complaints are too a little too late. He went on to state that getting upset and showing anger is not the way to get things done. Mr. Graffe also voiced his support for the moratorium.
- Brian Sheets – 24184 Willis Creek St, Middleton, ID – Mr. Sheets wanted to understand the role of the city planning staff. He stated that to him it seemed that the planning staff was acting more as an advocate to the developers than as an advocate of the residents.
- Matt Wilke – PO Box 7, Middleton, ID – Mr. Wilke expressed that he heard the cry for the need of the moratorium but that he was worried that this is going to cost the city legal issues in the future. He went on to state that based on traffic information alone he does not believe that it can be proven that the safety of the residents is in peril.
- Kylie Billingsley – 507 Triumph Dr, Middleton, ID – Expressed that the council felt more like a courtroom than a place where the residents are heard, and their opinions and voices listened.
- Jeremy Rudolph – 507 Triumph Dr, Middleton, ID – MR. Rudolph expressed that it was a hard pill to swallow being told that the case that was presented to the council tonight was denied but then almost in the same breath being told that a moratorium needed

---

to be put into place for the same reasons that were presented to the council earlier. Mr. Rudolph went to express that the advocacy for the developer needs to take a backseat to that of the residents needs and safety.

- Commissioner Vanbeek – Voiced that she as a commissioner hears the cities concerns and has been trying to push the matter forward with county commissioners.
- Teresa (In audible and illegible last name) – 13105 Green well Ln, Caldwell, ID – Teresa wanted to know if the city had reviewed the information on the rehearing prior to the meeting and if they had, she wanted them to disclose this information to the public.

Mayor Rule called for a break at 6:46 p.m. and resumed the meeting at 6:52 p.m.

**Mayor and Council Comments**

- Mayor Rule stated that himself, Council Member Murray and City Administrator Becky Crofts had met earlier in the day with ITD I n regards to traffic planning for Middleton and learned how to navigate the ITD process.

**Adjourn:** Mayor adjourned the city council meeting at 7:44 PM.

ATTEST:

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

\_\_\_\_\_  
Dawn Goodwin, Deputy Clerk  
Minutes Approved: June 15, 2022

# **EXHIBIT “A”**



# Quotation

**Quote Number: 100740834v3**

Use quote number at time of order to ensure that you receive prices quoted

Hach  
PO Box 608  
Loveland, CO 80539-0608  
Phone: (800) 227-4224  
Email: [quotes@hach.com](mailto:quotes@hach.com)  
Website: [www.hach.com](http://www.hach.com)

Quote Date: 24-May-2022

Quote Expiration: 23-Jun-2022

CITY OF MIDDLETON  
PO BOX 487  
MIDDLETON, ID 83644-0487

Name: Rodger Hawker  
Phone: 208-789-3953  
Email: [rhawker@middletontcity.com](mailto:rhawker@middletontcity.com)

Customer Account Number : 098283

Sales Contact: Jenny Farney Email: [jenny.farney@hach.com](mailto:jenny.farney@hach.com) Phone: 801-230-0925

## PRICING QUOTATION

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
1	LEV015.53.22006	HQ2200 Portable Multi-Meter with Rugged Field Gel pH and Dissolved Oxygen Electrodes, 5 m Cables	1	3,433.92	3,433.92
2	CDC40105	IntelliCAL CDC401 Field 4-Poles Graphite Conductivity Cell, 5 m Cable	1	1,008.00	1,008.00
3	MTC10105	aa IntelliCAL MTC101 Field Low Maintenance Gel Filled ORP/RedOx Electrode, 5 m Cable	1	860.16	860.16
4	25M2A1001-115	ORP buffer solution, 200 mV, 500 mL	1	89.88	89.88
				Grand Total	\$ 5,391.96

## TERMS OF SALE

**Freight:** Ground Prepay and Add

**FCA:** Hach's facility

**12% Supply Chain Surcharge has been added to this quote for all shipments, if applicable, and is included in the "Net Unit Price" and Grand Total**

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at [www.hach.com/terms](http://www.hach.com/terms). Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment,

and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of the Hach TCS are not part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require : 1). A statement of intended end-use; 2).Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. and/or applicable laws in force in Buyer's jurisdiction.

ORDER TERMS:

Terms are Subject to Credit Review

In order for Hach to process the order as quickly as possible, please provide the following information.

- Complete Billing address.
- Complete Shipping address.
- Part numbers and quantities of items being ordered.
- Please reference the quotation number on your purchase order

If the order is over \$25,000 Hach will also require the following additional information.

- Pricing
- Purchase Order Number
- Freight terms and INCO term FOB Origin or FCA Shipping Point
- Required delivery date
- Vendor name should specify "Hach Company" with the Loveland address:
  - o Hach, PO Box 389, Loveland, CO 80539
- Credit terms of payment. Default payment terms are Net 30.
- Indicate if order needs to ship complete or if it can ship partial.
- Tax status
- Special invoicing instructions

Sales tax is not included on quote. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.

Shipments will be prepaid and added to invoices unless otherwise specified.

Equipment quoted operates with standard U.S. supply voltage.

Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.

Standard lead time is 30 days.

This Quote is good for a one time purchase

Sales Contact:

Name: Jenny Farney  
Title: Regional Sales Manager  
Phone: 801-230-0925  
Email: jenny.farney@hach.com





## HACH COMPANY

### Headquarters

P.O. Box 389  
5600 Lindbergh Drive  
Loveland, CO 80539-0389

### Purchase Orders

PO Box 608  
Loveland, CO 80539-0608

WebSite: [www.hach.com](http://www.hach.com)

### U.S.A.

Phone: 800-227-4224  
Fax: 970-669-2932  
E-Mail: [orders@hach.com](mailto:orders@hach.com)  
[quotes@hach.com](mailto:quotes@hach.com)  
[techhelp@hach.com](mailto:techhelp@hach.com)

### Export

Phone: 970-669-3050  
Fax: 970-461-3939  
Email: [intl@hach.com](mailto:intl@hach.com)

### Remittance


2207 Collections Center Drive  
Chicago, IL 60693

### Wire Transfers

Bank of America  
231 S. LaSalle St.  
Chicago, IL 60604  
Account: 8765602385  
Routing (ABA): 071000039

Quotation Addendum

## ADVANTAGES OF WORKING WITH HACH

 <b>Hach Service</b>	<b>Pick&amp;Ship™</b>	<b>Technical Support</b>
<p><i>Protect your investment &amp; peace of mind</i></p> <ul style="list-style-type: none"> <li>✓ A global partner who understands your needs</li> <li>✓ Delivers timely, high-quality service you can trust</li> <li>✓ Provides team of unique experts to help you maximize instrument uptime</li> <li>✓ Ensure data integrity</li> <li>✓ Maintain operational stability</li> <li>✓ Reduce compliance risk</li> </ul> <p><a href="http://www.hach.com/service-contracts">www.hach.com/service-contracts</a></p>	<p><i>Pick&amp;Ship™ Program offers a better way to keep your supplies in stock</i></p> <ul style="list-style-type: none"> <li>✓ <b>Convenience</b> of one purchase order for the entire year</li> <li>✓ <b>Flexibility</b> to change, cancel or create new orders</li> <li>✓ <b>Savings</b> from locking in prices &amp; thus avoiding price surges and rush charges</li> <li>✓ <b>Peace of mind</b> with automatic, reliable shipments just as you need them</li> </ul> <p><a href="http://www.Hach.com/pickandship">www.Hach.com/pickandship</a></p>	<p><i>Provides post-sale instrumentation and application support</i></p> <ul style="list-style-type: none"> <li>✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale.</li> <li>✓ Available via phone, e-mail, or live online chat at Hach.com!</li> <li>✓ Fast access to answers at <a href="https://support.hach.com">https://support.hach.com</a></li> <li>✓ Toll-free phone: 800-227-4224</li> <li>✓ E-mail: <a href="mailto:techhelp@hach.com">techhelp@hach.com</a></li> </ul> <p><a href="http://www.Hach.com">www.Hach.com</a></p>

## ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING

<b>Safe &amp; Fast Delivery</b>	<b>Save Time – Less Hassle</b>	<b>Save Money</b>
<ul style="list-style-type: none"> <li>✓ Receive tracking numbers on your order acknowledgement</li> <li>✓ Hach will assist with claims if an order is lost or damaged in shipment</li> </ul>	<ul style="list-style-type: none"> <li>✓ No need to set up deliveries for orders or to schedule pickup</li> <li>✓ Hach ships order as product is available, at no additional charge, when simplified shipping and handling is used.</li> </ul>	<ul style="list-style-type: none"> <li>✓ No additional invoice to process – save on time and administrative costs</li> <li>✓ Only pay shipping once, even if multiple shipments are required</li> </ul>

STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES <sup>1, 2, 3, 4</sup> Pricing Effective 4/11/2020						Collect <sup>4</sup>
Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	Handling Fee Effective 4/11/2020
\$0.00 - \$49.99	\$17.99	\$44.99	\$83.90	\$72.21	\$137.27	\$13.47
\$50.00 - \$149.99	\$28.59	\$84.27	\$159.00	\$120.84	\$229.73	\$13.85
\$150.00 - \$349.99	\$50.22	\$133.98	\$272.91	\$169.07	\$329.04	\$14.72
\$350.00 - \$649.99	\$69.95	\$182.91	\$363.75	\$228.65	\$442.76	\$15.48
\$650.00 - \$949.99	\$88.16	\$191.13	\$399.98	\$236.66	\$446.10	\$16.04
\$950.00 - \$1,999.99	\$110.91	\$235.85	\$498.69	\$280.67	\$543.06	\$17.52
\$2,000.00 - \$3,999.99	\$128.04	\$250.64	\$513.44	\$291.54	\$554.54	\$20.22
\$4,000.00 - \$5,999.99	\$148.44	\$260.33	\$538.23	\$292.89	\$570.53	\$24.90
\$6,000.00 - \$7,999.99	\$175.40	\$296.40	\$612.84	\$323.07	\$622.86	\$29.04
\$8,000.00 - \$9,999.99	\$200.15	\$336.83	\$658.19	\$360.41	\$683.52	\$33.51
Over \$10,000	2.5% of Net Order Value	4.5% of Net Order Value	7% of Net Order Value	4.5% of Net Order Value	7% of Net Order Value	\$51.84

- Shipping & Handling charges shown are only applicable to orders billing and shipping to U.S. destinations. Shipping & Handling charges will be prepaid and added to invoice. Shipping & Handling for the Pick&Ship Program is charged on each shipment release and is based on the total price of each shipment release. Shipping & Handling charges are subject to change without notice.
  - Additional Shipping & Handling charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified Shipping & Handling charges, and are considered heavy products. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.
  - Orders shipping to Alaska or Hawaii: Additional Shipping & Handling charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.
  - Hach Company will assess a collect handling fee on orders with collect shipping terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.
- Due to variations in component characteristics, regulatory transportation requirements and/or associated shipping and handling costs, individual kit components may or may not be packaged together in a single carton at time of final packaging and shipping.

## SALES TAX

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.



## TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. **APPLICABLE TERMS & CONDITIONS:** These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. **CANCELLATION:** Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-instatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. **DELIVERY:** Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). Legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. **INSPECTION:** Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. **PRICES & ORDER SIZES:** All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. **PAYMENTS:** All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at [www.hach.com](http://www.hach.com). Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit

card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment. See [120](#) for further wire transfer requirements.

7. **LIMITED WARRANTY:** Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. **INDEMNIFICATION:** Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. Buyer is responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to negligence, misuse or misapplication of any goods or services, violations of law, or the breach of any provision of this Contract by the Buyer, its affiliates, or those employed by, controlled by or in privity with them. Buyer's workers' compensation immunity, if any, does not preclude or limit its indemnification obligations.

9. **PATENT PROTECTION:** Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies

## TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. **TRADEMARKS AND OTHER LABELS:** Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. **SOFTWARE AND DATA.** All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media and/or included as an Appendix to these Terms & Conditions of Sale. Except to the extent such express licenses conflict with the remainder of this paragraph, the following also applies relative to Hach's software: Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). In connection with Buyer's use of Products, Hach may obtain, receive, or collect data or information, including data produced by the Products. In such cases, Buyer grants Hach a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data, or to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of Hach and its affiliates.

12. **PROPRIETARY INFORMATION; PRIVACY:** "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. **CHANGES AND ADDITIONAL CHARGES:** Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site

prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. **SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:** In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. **LIMITATIONS ON USE:** Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Unless the "ship-to" address is in California, U.S.A., the Products are not intended for sale in California and may lack markings required by California Proposition 65; accordingly, unless Buyer has ordered Products specifying a California ship-to address, Buyer will not sell or deliver any Hach Products for use in California. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. **EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:** Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "*Speak Up!*" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and [www.danaherintegrity.com](http://www.danaherintegrity.com) for a copy of the SOC and for access to our Helpline portal.

17. **RELATIONSHIP OF PARTIES:** Buyer is not an agent or representative of Hach and will not present itself as such under any circumstances unless and to

## TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

the extent it has been formally screened by Hach's compliance department and received a separate duly-authorized letter from Hach setting forth the scope and limitations of such authorization.

18. **FORCE MAJEURE:** Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

19. **NON ASSIGNMENT AND WAIVER:** Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

20. **FUNDS TRANSFERS (PAYMENTS):** Buyer and Hach both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Buyer must verbally confirm any new or changed bank transfer or mailing instructions by calling Hach at +1-970-663-1377 and speaking with Hach's Credit Manager before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

21. **LIMITATION OF LIABILITY:** None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

22. **APPLICABLE LAW AND DISPUTE RESOLUTION:** The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

23. **ENTIRE AGREEMENT & MODIFICATION:** These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach

rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

24. **APPENDICES:** If checked, the following Appendices are attached hereto and incorporated by reference into these Terms & Conditions of Sale:

☐ CLAROS SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

\* \* \*

May 17, 2022

City of Middleton  
Jason VanGilder, PW Director  
1103 W Main Street  
Middleton, ID 86644

RE: Engineering Professional Services Agreement (PSA)  
Civil Engineering Design  
Proposed Piccadilly Park Drainage Improvements ID

Dear Mr. Rule,

Ackerman-Estvold (A-E) is pleased to present this proposal for engineering services for the design of drainage improvements as they relate to the proposed Piccadilly Park project located on West Main Street, Middleton, ID.

We understand the project scope includes the removal and replacement of the existing bioswale along Main Street with a seepage bed and grass to expand the usable space within the park. Within the overall project objective, A-E's scope of services would include limited topography survey, coordination with the city as it relates to storm drainage design and report, geotechnical investigation if deemed necessary, and preparation of construction drawings for the aforementioned improvements. In addition, limited construction administration and inspection of the project will be performed during the construction phase and will be provided on an hourly basis as needed.

Pursuant to our conversation and the client's objectives, the scope of services we propose to provide shall consist of the following:

Scope	Initial Submittal Schedule	Budget
Civil Improvement Construction Drawings and Reports	To Be Determined	\$6,100
Geotechnical Investigation – if deemed necessary	To Be Determined	\$2,700
Construction Engineering & Admin	To Be Determined	\$3,000
<b>Total Proposed Scope-of-Services</b>		<b>\$11,800</b>

The outlined scope and proposed fee schedule include all expected Civil Engineering Services as required by local, state, and federal agencies governing the project within their jurisdiction. A-E does not warrant nor guarantee approval by any reviewer or agency for items out of its control. This proposal also includes construction phase support as requested and can include submittal reviews,

on-site construction progress meetings, preparation of as built drawings, part-time observation of construction activities, and or administration of civil construction project components. This proposal only includes the specific items listed within the scope of service and does not include site lighting, environmental clearance and or any agency or permit application fees. Any additional services can be accommodated at standard hourly rates if requested. An additional proposal for services would be provided at the time of the request.

Billing will occur monthly based on the percentage of work completed to date.

If there are any questions, concerns, or if the scope of services as outlined needs any revision or clarification, please feel to contact our office.

Best Regards,

ACKERMAN-ESTVOLD

A handwritten signature in blue ink, appearing to read "Steve Eberle".

Steve Eberle  
Vice President, COO

# **EXHIBIT “B”**



May 5, 2022

To The City of Middleton:

RE: Middleton Mill Infill Subdivision, Request for Reconsideration by residents of Middleton

Dear City Council and Planning and Zoning Commission –

We as a community of 104 individuals are writing a Request for Reconsideration In response to Executed FCO with Exhibit-CC-The-Mill.pdf executed April 21, 2022. In the Matter of the Application of Wade Thomas of IAG Capital LLC and Bob Unger of Unger Enterprises for preliminary plat with respect to The Mill at Middleton Subdivision located at 0 N. Dewey Avenue (Tax Parcels Nos. 33892, 33888, and 33876).

**Specific Deficiencies Highlighted in this Reconsideration:**

- 1. Due consideration not given to the letter submitted by the School District that our schools are over-capacity and not appropriately included in the FCO for this development.**
- 2. Due consideration not given to the e-mail written by the Greater Middleton Parks and Recreation Department.**
- 3. That this project provides “safe vehicle and pedestrian facilities” (FCO p.11) which is in opposition to the COMPASS report (FCO p. 12, K) and the decision made by the Planning and Zoning Committee on February 14, 2022.**
- 4. The FCO claims that the development will “increase the quality of life and general welfare of the city” (FCO p.9, Goal 4). This is a deficiency given information presented by the Superintendent that schools are over-capacity, GMPRD that the City has outgrown its resources, COMPASS information that it will create stress on pedestrians, long standing resident concerns of increased traffic and concerns about the sewage system.**
- 5. That “the proposed development will not impose expense upon the public” (FCO p.1, B 6). This will impose expense given increased flooding on neighbors yards and potential flooding for new homes built below unstable ditch.**



- 6. The City Engineer has required the Applicant to terminate W. Millstone Street into a Cul-de-Sac (FCO p. 6, Section F). There was no additional traffic study conducted on Middleton Road by the City Engineer and Peregrine enters opposite of where residents are wanting connection.**
- 7. Code MCC 1-15-2 is a deficiency given that it allows modification to any and all City codes. Codes are written to be followed and making waivers on variances (MCC 1-15-2), is not in the best interest for the health and welfare of the residents of Middleton, especially when the waiver hasn't considered safety ramifications.**
- 8. It is a deficiency for the City to "take care of" a legal issue in regards to illegal lots splits, without consent of the property owners.**

Under Conclusions of Law in the FCO it states that "due consideration has been given to the comments received from the governmental subdivisions providing services in the City of Middleton planning jurisdiction, comments received from individuals of the public, and comments from City Planning Staff and City Engineer" (FCO, pg.1, B 2).

A letter written by Superintendent Gee prior to April 6, 2022 indicated that schools in Middleton were having a hard time keeping up with the growing population from new developments (letter included as exhibit I in this reconsideration). He asked for City Council to be "judicious" in approving new construction as our elementary schools were at capacity. This letter was not given "due consideration" in regard to this development as when it was presented to City Council, the Planning and Zoning Official dismissed it as not being written specifically for this development, despite the letter being submitted for the council meeting on April 6th in which this development was the only development up for consideration that night and the letter specifically states "The Mill at Middleton Subdivision."

This letter was not included in the FCO as it should have been. It is submitted as Exhibit I in this reconsideration. Within approved minutes from the April 6th meeting showing where the letter was read and labeled as "Exhibit I," this letter was attached from the Middleton School District regarding "All New Development" within Middleton as well as "The Mill at Middleton Subdivision" (pg. 2, #3, Approved minutes from 4/6/22). This is a large deficiency that a letter written by the Middleton School District specifying this subdivision by name was not included in the FCO and given the necessary due consideration by City Council Appointees when discussing this subdivision.

On March 23rd Julie Collette of Greater Middleton Parks and Recreation District said she is "opposed to any further residential development until the Parks District and School District are better funded" (pg. 47 & 48 of the FCO). Ms. Colette noted that there are more people involved in sporting clubs and events, and the District is in great need of more playing fields and gyms. Also, the cost of vandalism has greatly increased from 12.9% of the vandalism



budget in 2019 to 419% last year. The District has simply outgrown its resources. This letter was not given due consideration as it was not read aloud during the meeting and was not provided ample discussion among City Council members.

Goals 3 and 23 (p.11, I, B in the FCO) state that the project provides "safe vehicle and pedestrian facilities," yet a comment letter from COMPASS (FCO p. 12, K) stated that the Subdivision will add "stress" to bicycle and pedestrian access on Middleton Road. It further noted that a bus transit station should be built on Hwy 44/Main Street. During the City Council Meeting this comment from COMPASS was read briefly, but more emphasis was given to the pathways and sidewalks, rather than to the stress indicated by COMPASS and highlighted by numerous residents during the community comment section of the meeting. The Planning & Zoning Commission's recommendation for denial stemmed from the COMPASS comment that the Subdivision would put "stress" on pedestrian and bicycle activity in the area and because Dewey Avenue was missing sidewalks at multiple locations (p. 13, P FCO).

While the FCO claims that the development will "increase the quality of life and general welfare of the city" (p.9, Goal 4 FCO) the 104 individuals filing this appeal do not believe this is true given that the only way into and out of this new subdivision is through two existing subdivisions, rather than through a main street like the majority of other subdivisions built. This will increase traffic substantially through two subdivisions with many small children. Studies from 2017 have shown that each home takes roughly 5 trips a day one way (energy.gov). Roughly 250 more cars will be driving through these two subdivisions daily. Those on this reconsideration, not directly in the neighborhood, are concerned with increased traffic in general within the town.

The Planning and Zoning Commission recommended denial of the preliminary plat application on February 14, 2022 "until Developer and City administration can devise a plan to make Dewey Avenue safer for pedestrians and vehicle traffic." The FCO states that when Council zoned the development R-3, it should have considered the impact of traffic on the surrounding area at that time. The other reason for the lack of requiring Dewey to be improved is that the City generally does not require a Developer to improve frontage on other property that the developer does not own.

We as concerned residents of Middleton want to make sure that roads are safe for our children walking to school. Safety should come before continued development and more children walking on unsafe roads. Other communities will halt a development, even part-way through, if safety concerns are brought up about certain roads. It is concerning that the remedy for this issue raised by Planning and Zoning, which ultimately led to the denial on February 14th, is that this should have been considered when zoning the property. In other words, though there is nothing, we as a community can do about it now. We want to live in a community where the safety of our children and residents comes before continuing to add more homes and people. By not addressing unsafe roads for this development and future

developments, it simply creates safety concerns for a larger group of Middleton residents. We are requesting that Council come up with a plan to remedy some of our unsafe roads prior to continuing to approve more subdivisions.

According to the Conclusions of Law within the FCO, Council has the authority to approve or deny the application, with or without conditions. We as members of the Middleton community are requesting that Council deny (or approve an application with conditions) when there are clear safety concerns being voiced by the community, as is the case with this application.

On page 1 of the FCO under section B, number 6, it states that "the proposed development will not impose expense upon the public." Letters written (FCO p.24 Exhibit D) into the P&Z meeting and statements made at both the P&Z and City Council meeting indicated that the development would cause further water drainage problems for residents at 507 Triumph Drive and 519 Triumph Drive. Please see letter by Adalpe Landscape (Request for Reconsideration Exhibit CC) confirming increased cost by these residents if the developer does not agree to work with them.

Another deficiency to this Conclusion of the Law (FCO pg.1, B6) is concerns brought up before P&Z and City Council about was historical information about the Middleton Mill Ditch giving way, which would undoubtedly impose expense upon the homes built directly below the Canal. We are recommending that an Geotechnical Survey be performed to look into the integrity of this canal before building homes below it and shared with the public.

### **Cul-de-Sac Vs. Dead End Road**

From the FCO on page 6, Section F, the City Engineer has required the Applicant to terminate W. Millstone Street into a Cul-de-Sac rather than allowing access directly on Middleton Road. It was stated Middleton Road is a minor arterial, which requires access to be limited to keep traffic flowing and also stated the Millstone access was only a few feet south of the Triumph Drive access, creating a dangerous traffic conflict.

From page 63 of the FCO, in the initial planner comments document, point number 10, The City will not allow access from Peregrin on to Middleton Road. It is an arterial, and no new approaches are allowed. Additionally, it is too close to Triumph Drive approach, so it is unsafe. Point number 11 asks developer to rename Peregrin now that it will not be a through road.

Restating from the FCO on page 12, section J, point a and b, there were numerous comments received from surrounding landowners and occupants, in which primary comments were:

- a. Subdivision will cause additional traffic
- b. Do not want traffic to travel through Kennedy Meadows and Mountain View Subdivisions

We are in disagreement with the City Engineer's assessment above for a couple of reasons:

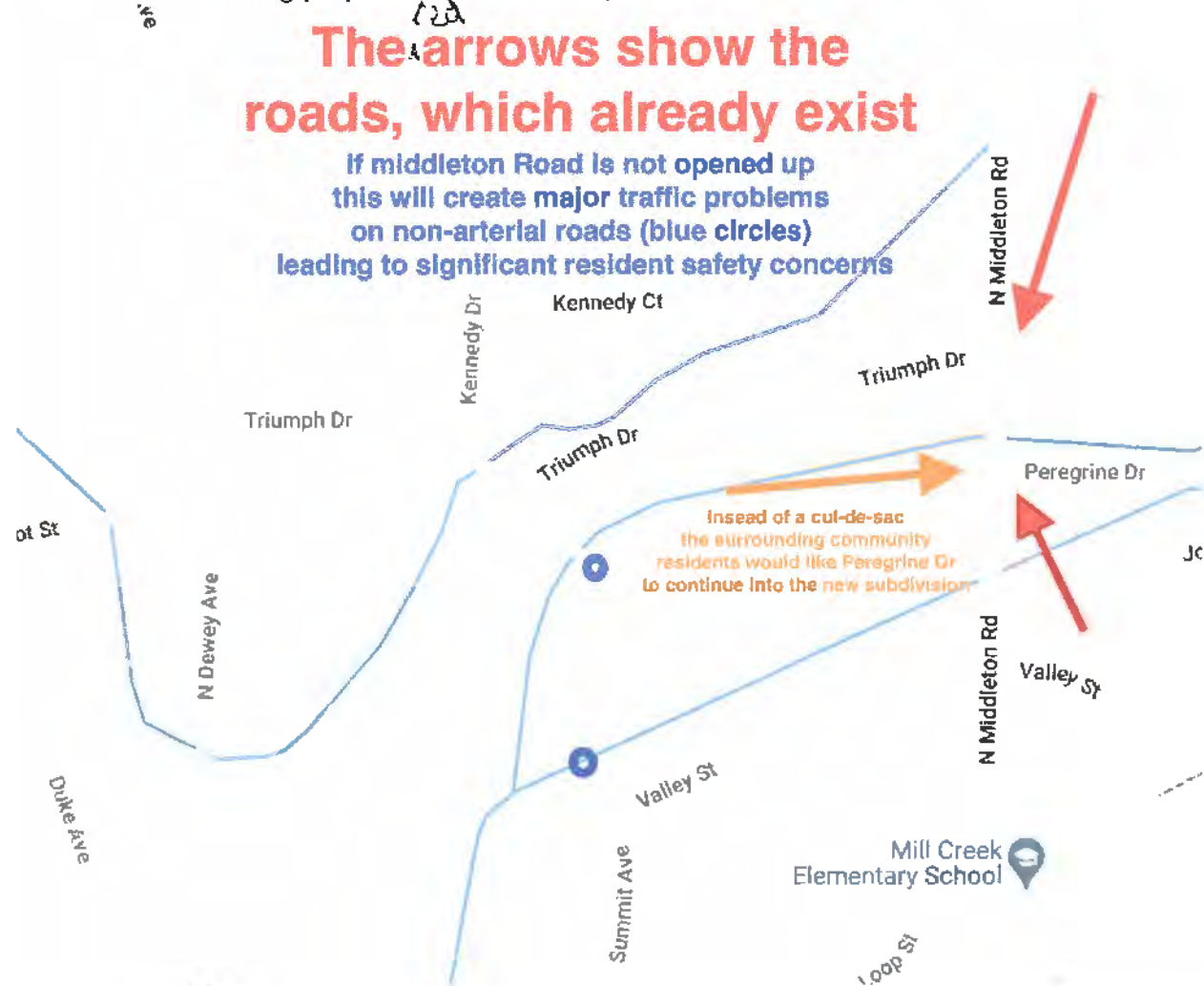
1. Reasoning for City not allowing access from Peregrine onto Middleton Road is no approaches are allowed because Middleton Road is an Arterial, however, Peregrine is already open on the other side of Middleton Road. Only having two access points in the Middleton Mill subdivision creates greater safety concerns for the residents who live along the non-arterial roads. Additionally, there was no additional traffic study conducted on Middleton Road by the City Engineer or Developer.
2. The road labeled as W Millstone Street is defined as a Dead End Road per MCC 5-4-10-2.F. Based on this definition, the city is granting a variance in their own code and has not stated this variance in the FCO and it has not been reviewed through due process within the Governing Bodies.
  - a. Codes are written to be followed and making waivers on variances MCC 1-15-2, is not in the best interest for the health and welfare of the residents of Middleton, especially when the waiver hasn't considered safety ramifications.

Current FCO image from page 6:



(See Exhibit AA in Request for Reconsideration on additional page for larger image)

The orange arrow suggests Peregrine Road continues into Middleton Mill Subdivision, which is what is being proposed within this request for reconsideration:



(See Exhibit BB in Request for Reconsideration on Additional page for larger image)

MCC 5-4-10-2. E and Per MCC 5-4-10-2. F pasted below for reference:

**MCC 5-4-10-2. E. Cul-De-Sac Roads:** Cul-de-sac roads shall terminate in a circular turnaround with a right-of-way radius of at least fifty feet (50'). The City may approve an equally convenient form of turning space where extreme conditions justify. The maximum length shall be six hundred feet (600') from the entrance to the center of a turnaround.

**MCC 5-4-10-2. F. Dead End Roads:** Dead end roads will not be approved except in locations designated by the City as necessary to future extensions in development of adjacent lands. In any case, a dead end road serving more than four (4) lots shall provide by easement a temporary turning circle with a fifty foot (50') radius or other acceptable design to accomplish adequate access. Turnaround to be improved with an all weather surface meeting the requirements of the International Fire Code.

Additionally, we have serious concerns for the City of Middleton favoring developers over the citizens of Middleton. We have concerns based on the discrepancies between the initial planner comments and the 2<sup>nd</sup> round planner comments from the FCO. We do not believe the best interests of the citizens of Middleton are being served. Please review the correspondence below. The citizens of Middleton would like reasonable explanations as to how the city can simply "take care of" a legal issue in regards to illegal lots splits, without consent of the property owners. These specific parcels belong to parties at 507 and 519 Triumph Drive.

From page 63 of the FCO in the initial planner comments point number two dated 12/16/2021, it is stated specifically to the applicant –

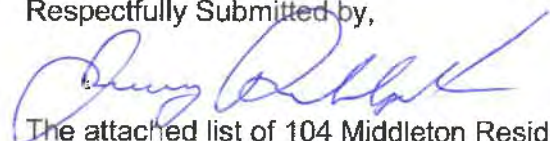
You will have to include the two illegal lot split parcels (R3388801 and 33888010A0) in your preliminary plat. There appears to be two separate illegal lot splits from 2016, and the City will not recognize the parcels regardless of the fact that they have parcel numbers. The two small parcels are still considered part of Parcel No. R33888. You will need to provide access and utilities to the two parcels on your pre-plat. If you cannot get the owners to join the plat, the City "may" be satisfied with an affidavit from the owners of the respective lots stating that they understood when they bought their lots they were buying illegal parcels. Without either of these solutions, the preliminary plat cannot proceed.

From page 66 of the FCO in the 2nd Round Planner comments point number 1 dated 12/29/2021, it is stated specifically to the applicant –

1. City will take care of 2 non-conforming lots to the north, and it is no longer a problem for this development.

We appreciate your request for reconsideration and sincerely hope the City will take action to work in the best interest of its citizens.

Respectfully Submitted by,

 ON BEHALF OF  
The attached list of 104 Middleton Residents concerned with this subdivision  
and greater community without proper infrastructure in place

# EXHIBIT AA

Current proposal  
from Developer

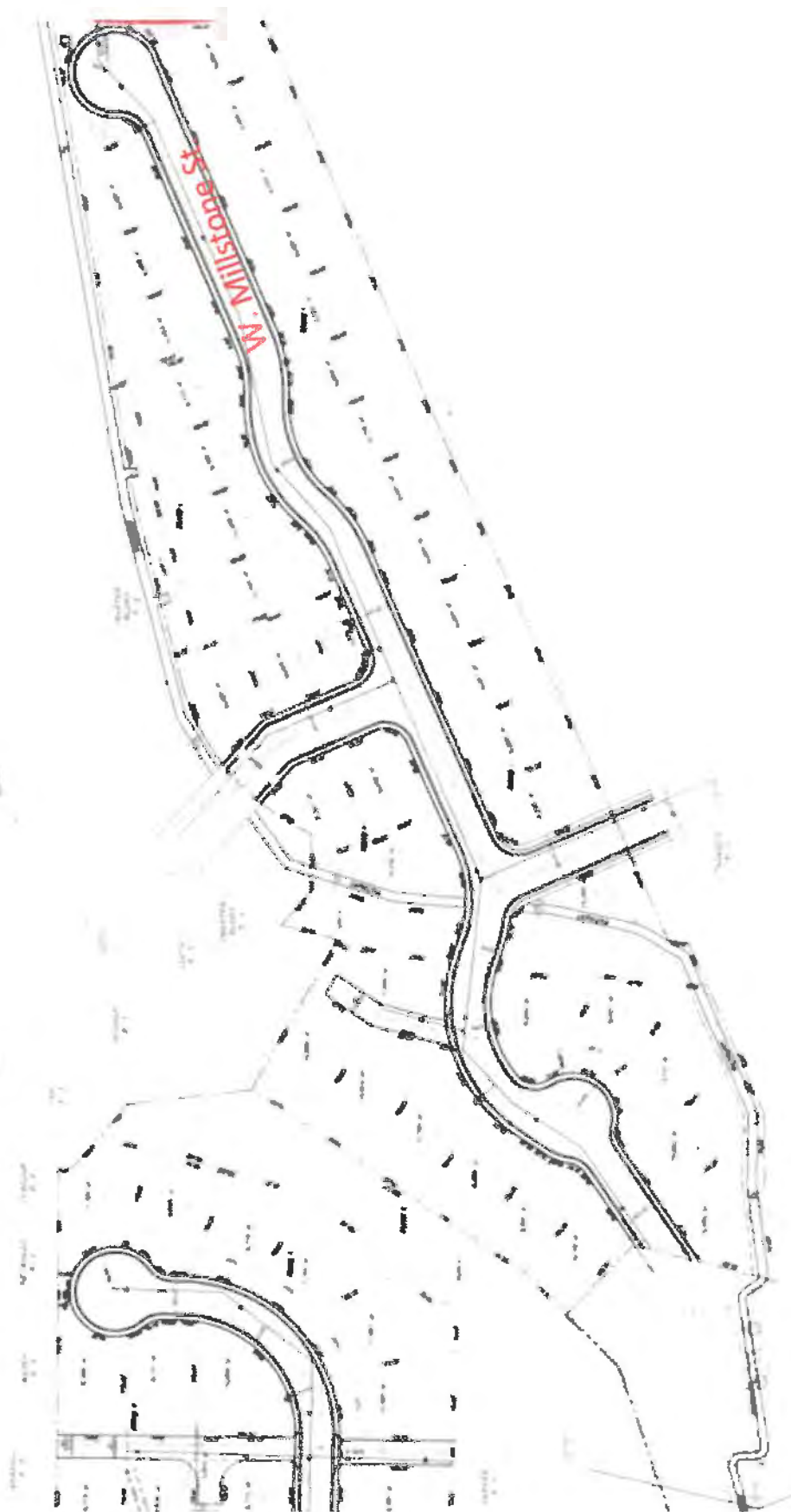




EXHIBIT BB

RED

PROPOSAL TO OPEN SUBDIVISION TO MIDDLETON ROAD

# The arrows show the roads, which already exist

If middleton Road is not opened up  
this will create major traffic problems  
on non-arterial roads (blue circles)  
leading to significant resident safety concerns





# Middleton School District #134

**Marc Geo**  
Superintendent

**Lisa Pennington**  
Assistant Superintendent

## Middleton School District #134

### City of Middleton--Public Hearing Notice Response

#### General Response for All New Development

Middleton School District is currently experiencing significant growth in its student population. As it is now, we have 2 of our 3 elementary schools over capacity (2 portables at Mill Creek, 3 portables at Heights Elementary) with more coming. We are nearing capacity, but have not superseded at this point, at our high school and middle school. As it stands now there is a need for additional facilities in our school district, primarily at the elementary grades. However, we have significant concerns of the continued growth and our ability to meet the future facility needs of our district at the secondary level (Middleton Middle School and Middleton High School).

We are in process of having a demographic study performed for our school district boundaries and preliminary data suggests that for every new home we could expect between 0.5 and 0.7 (with an average of .559)\*\* students to come to our school. That is the factor/rate we use to make our projection of student impact for each development.

We encourage the city to be judicious in their approval process recognizing that each new development brings new students to our school and will increase the burden placed on taxpayers within the school district. New facilities, primarily an elementary school, are needed now, but additional students could continue to increase that need.

*\*\*Please note a change in this rate from previous correspondence*

#### The Mill at Middleton Subdivision

Students living in the subdivision as planned would be in the attendance zones for both Middleton Heights and Mill Creek Elementary school. With 50 lots, we would anticipate, upon completion, an increase of 25-35 students between Middleton Heights Elementary, Mill Creek Elementary, Middleton Middle School, and Middleton High School.

In addition to the increase in student population, no bussing would be provided for elementary school students. As such, it would be important that the developer include plans for sidewalks connecting to the existing sidewalk system so that students have a safe passage to school. (Bussing would be provided for Middle and High School students)

5 South Viking Avenue  
Middleton, ID 83644

(208) 585-3027  
msd134.org



# ~~EXHIBIT "D"~~

EXHIBIT CC

May 4, 2022

To The City of Middleton:

RE: Middleton Mill Infill Subdivision, supporting document for appeal on Behalf of Dr. Kylie Billingsley  
Jeremy Rudolph and additional residents of Middleton

Dear City Council and Planning and Zoning Commission –

For the record, we live at 507 Triumph Drive, Middleton Idaho, 83644 and own three additional parcels at 424 Boise Street, Middleton, Idaho, 83644.

We wanted to inform you, we recently moved due to many reasons including but not limited to our son being accepted into a new school with enrollment capacity, the growth of Middleton and an unmanageable water issue on the back parcel of our property in the summer months.

We wanted to specifically inform you of the water issue in our backyard, which we had evaluated by Aldape Landscaping in early November 2021. This water issue occurred specifically once the canal was turned on and slowly became more of an issue as the summer continued. During the time this issue was in place, mainly in the summer months when the canal was on, we were unable to enjoy approximately 35-40% of our main level back yard area due to the water level being approximately 4 inches high in areas.

We were informed by the Aldape team, that the issue stemmed from two places, which is believed to come from the Canal through seepage of the bank as well as the adjacent Mill parcel directly behind our property. The water issue was specifically noticeable from the parcel behind our property. Aldape shared with us as building occurs on the infill property the water problem would be worse and the issue could never be rectified unless we were to spend approximately \$8,000 to build a drainage system, plus additional re-routing of sprinkler and irrigation costs at an hourly rate.

At the time, we worked with our former neighbors Richard and Jennifer Lloyd at 519 Triumph Drive, who also had received the same information from Aldape Landscaping at or around the same time. They received a quote as well for the same type of drainage system, which would connect into ours and flow into the creek, which we understand the developer is planning to pipe where it was to be connected. We discussed with the neighbors and Aldape and mutually decided to wait until the Spring / Summer of 2022 prior to embarking on this project.

In addition to our former neighbors at 519 Triumph Drive, many other neighbors have moved out of Kennedy Meadows subdivision between December 2021 to date. We respectfully request your consideration for imposition of an amicable solution for the developer to take responsibility for the current water issues caused by the Middleton Mill parcel adjacent to their home as well as our neighboring 519 home to prevent further water issues.

Thank you for your consideration,

Dr. Kylie Billingsley and Jeremy Rudolph



May 2, 2022

To The City of Middleton:

RE: Middleton Mill Infill Subdivision, supporting document for appeal on Behalf of Doctor Kylie Billingsley Jeremy Rudolph and additional residents of Middleton

Dear City Council and Planning and Zoning Commission –

We are Aldape Sprinklers, Landscape and Home Services LLC and a Licensed, Bonded and Insured, Idaho Contractor. Our Idaho Contractor Lic# RCE26760 and Idaho Public Works Lic #025215.

This letter is regarding an evaluation I had conducted for a water issue on the back of two separate properties in early November 2021 –

- Richard and Jennifer Lloyd – 519 Triumph Drive, Middleton, Idaho, 83644
- Jeremy Rudolph and Kylie Billingsley – 507 Triumph Drive, Middleton, Idaho, 83644

Each one of the properties above has approximately .25 acres on the exterior of their lots. I originally inspected and evaluated the 519 property with Michael McDonald and followed with inspection of 507 property.

For the 519 property – we determined we were going to install a drainage system to reduce surface water of approximately four inches in the backyard. This would include two dry wells, up to approximately 190ft of 4 inch perforated pipe, 80ft of solid drainage pipe, misc fittings to make necessary connections, 3ea 12in drain boxes, 2ea surface drains and 1.5yds  $\frac{3}{4}$  in drain rock. This system was meant to collect water along the south and southwest back fence, then transfer it to the drywell system. Water would then leach into dry wells into ground below hardpan soil. Additionally an overfill pipe would extend from the from the drywell system to the southeast side of the property (shed side), to evacuate excess water.

For the 507 property – we determined we were going to install Drainage System to reduce surface water in the back yard. This included delivery of 2ea Dry Wells, up to approximately 230 ft of 4" Perforated Drainage Pipe, 120 ft of Solid Drainage Pipe, Misc Fittings to make necessary connections, 3ea 12" Drain Boxes, 2 ea surface drains and 2.5 yds  $\frac{3}{4}$ " Drain Rock. System will collect water from backyard around raised beds, then transfer it to the Dry-Well System. Water will then leach from dry wells into ground below hardpan soil. Additionally, Overfill Pipes would extend from the Dry-Well system into the 519 neighboring drainage system, to evacuate excess water.

In addition to the above, the owners request us to review the Middleton Mill property to the south to understand the source of the water issue. We looked at the field to the west as requested and could not see any specific water source that would affect either property, however it is not ruled out. We did see a broken tin pipe, which was not connected to anything. The only source that we can see is the canal at the top of the hill that is leaching down into the 519 backyard. For the ditch to the southwest on the Middleton mill property, we recommended the homeowner speak to the owner of that property and let them know that their overgrowth in that ditch is encroaching your property and it is their responsibility to keep it clean and free of debris that may affect its ability to flow. We highly recommended they specifically speak with the developer to ensure that they don't build up the land which would cause their future neighbor's lawns to drain into theirs. We believe that adding the two flow wells and the drain boxes on each property will help

alleviate all the water problems and if development does take place, the solution may have to be re-evaluated, which will incur costs on each of these homeowner locations.

Below is a map, which corresponds with the cardinal directions indicating specific information listed in the above letter:



Respectfully,

*[Handwritten signature]*

Kirk Duncan  
 Aldape Sprinklers, Landscape and Home Services

*See color map on next page*





Creek Developer  
Plans to Pipe

Triumph Dr

N

E

W

S

507 Triumph Drive

519 Triumph Drive

519

507

SW Adjacent  
Middleton Mill  
Property

# EXHIBIT DD

Middleton Mill Subdivision Appeal Submitted by the following residents of Middleton:				
Name	In favor of Appeal	Address	Concerned with ALL areas outlined in appeal	Specific Concerns/Comments
Kalle Gibson	Yes	607 Triumph Dr.	Yes	
Chris Gibson	Yes		Yes	
Tianna Bartschi	Yes	673 Triumph Dr.	Yes	
Rich Hargitt	Yes	646 Triumph Dr.	Yes	
Lise Hargitt	Yes	646 Triumph Dr.	Yes	
Donna Scarpelli	Yes	623 Mountain St.	Yes	
Michael Scarpelli	Yes	623 Mountain St.	Yes	
Cindy Haynes	Yes	682 Valley St.	Yes	
Susan Lowe	Yes			
Donna Rogers	Yes	739 Triumph		

K Gibson  
 C Gibson  
 Tianna Bartschi  
 Rich Hargitt  
 Lise Hargitt

Concerned w/ schools, traffic + sewage out of compliance  
 traffic, wild life  
 Policing + clearing of path  
 way



**Reconsideration submitted by the following individuals of Middleton**

<b>Name</b>	<b>Address</b>
Sharee Keeney	716 Triumph Drive
Jeff Keeney	716 Triump Drive
Lacey Sargent	731 Triumph Drive
Lewis Sargent	731 Triumph Drive
Kim Shipherd	720 Triumph Drive
Dan Shipherd	720 Triumph Drive
Amanda Lewis	728 Triumph Drive
Dwayne Lewis	728 Triumph Drive
Don Hus	672 Triumph Drive
Teresa Wendell	672 Triumph Drive
Kaden Walker	593 Triumph Drive
Shauna Stevens	509 N. Dewey Ave
Allen L. Stevens	509 N. Dewey Ave
Linda J. Garner	419 N. Dewey Ave
Margarita Rios	321 N. Dewey Ave
Jaime Rios	321 W. Dewey Ave
Sonya Abegglen	567 Triumph Drive
Coby Abegglen	567 Triumph Drive
Amber Walker	593 Triumph Drive
James Hanger	415 Triumph Drive
Tammi Hanger	415 Triumph Drive
Randy Mason	381 Triumph Drive
Sis Mason	381 Triumph Drive
Jason Terry	406 Triumph Drive
Kym Terry	406 Triumph Drive
Amy Noyes	638 Triumph Drive
Ken Houser	625 Triumph Drive
Kathy Houser	625 Triumph Drive
Chris Albright	650 Triumph Drive
Leanne Albright	650 Triumph Drive
Rene Cobb	689 Triumph Drive
Dan Cobb	689 Triumph Drive
Brad Homan	705 Triumph Drive
Debra Bjork	708 Triumph Drive
Barbara Ehle	723 Triumph Drive
Gayla Javaux	719 Kennedy Drive
Shannon Daellerbach	518 Kennedy Ct
Todd Bristow	532 Kennedy Ct
HL Spencer	148 Kennedy Ct
Rovin Thibault	676 Kennedy Ct.
Taylor Watters	631 Kennedy Ct.

Kurt Watters	631 Kennedy Ct.
Ginger Miller	657 Triumph Dr.
Bobbi Davis	15437 Goodson Rd
Adam Madtheis	593 Triumph Drive
Juan Salinas	14160 Tara St.
Ryan Hall	388 Triumph Drive
Andrew Batch	362 Triumph Drive
Mam Merrill	614 N. Dewey Ave
Scott Kimy	511 N. Dewey Ave
Jody Lenius	475 Triumph Drive
Jason Lenius	475 Triumph Drive
Ashley Wadsworth	521 Kennedy Ct
Katheryn Daellenbach	518 Kennedy Ct
Ryan Allen	599 Kennedy Ct
Kora K Allen	599 Kennedy Ct.
Mike Hoffman	482 Valley St.
Gene F. Greer	501 Valley St
Bobbi Greer	501 Valley St.
Phillip Freeman	477 Valley St.
Jessica Schossaw	460 Valley St.
Dorothy Van Egmond	509 Summit
Mary Ellen Crossly	602 Valley St.
Erin Burbank	640 Kennedy Dr
Nate Burbank	640 Kennedy Dr
April Chainey	577 Kennedy Ct.
Kim Mountjoy	519 Triumph Dr.
Cindy Mountjoy	519 Triumph Dr.
Angie Cuellar	433 Triumph Dr.
Leslie Montgomery	19163 Convent Ln.
Kylie Billingsley	507 Triumph Drive
Jeremy Rudolph	507 Triumph Drive
Kallee Gibson	607 Triumph Drive
Chris Gibson	607 Triumph Drive
Tianna Bartschi	673 Triumph Dr.
Rich Hargitt	696 Triumph Drive
Lisa Hargitt	696 Triumph Drive
Donna Scarpelli	623 Mountain St
Michael Scarpelli	623 Mountain St.
Cindy Haynes	682 Valley St.
Mike McDougall	13037 Greenwell Ln
Wendy McDougall	13037 Greenwell Ln
Donna Rogers	739 Triumph Drive
Richard Gates	9868 Foothill Rd



Theresa Denham	25381 Kimpton Dr
Martin Denham	25381 Kimpton Dr
Zeanna Johnson	25379 Kimpton Dr
Sallyy Graf	12399 Shady Ln
Christopher Graf	12399 Shady Ln
Tara Thomas	12311 Shady Ln
Randy Zelinko	12283 Shady Ln
Lisa Enzmingo	12248 Shady Ln
Michael Brandon	24957 Mint Ln
David Salisbury	24901 Mint Ln
Kristine Salisbury	24901 Mint Ln
Teresa Taresh	13105 Greenwell Ln
Janet Gibson	945 Harvest Way
Brent Heck	13168 Greenwell Ln
Rachel Darnell	1435 W Tiller Ct
Micah Damell	1435 W Tiller Ct
Helen O'Brian	95 Eaton Road
Susan Lowe	
Ian Vickers	518 Diamond Lake
Sarah Vickers	518 Diamond Lake

Middleton Mill Subdivision Appeal Submitted by the following residents of Middleton

Name	In favor of Appeal	Address	Concerned with ALL areas outlined in appeal	Specific Concerns/Comments
Ashley Wadsworth	YES	521 Kennedy Ct.	YES	
Matthew Davelen	YES	518 Kennedy Ct.	YES	
Shannon Davelen	YES	518 Kennedy Ct.	YES	
Ryan Allen	YES	599 Kennedy Ct.	YES	
Kara Engstrom	YES	599 Kennedy Ct.	YES	
Niko Hoffman	YES	482 Valley	YES	
Gene F. Greer	YES	501 Valley St	YES	
Bobbi Greer	YES	501 Valley St	YES	
Phillip Freeman	YES	477 Valley St	YES	
Jessica Schwan	YES	400 Valley St	YES	
Dorothy VanEgmond	YES	509 Summit	YES	
Marjorie Crossley	YES	602 Valley St	YES	
Erin Burkink	YES	640 Kennedy Dr	YES	
Nate Burbank	YES	640 Kennedy Dr	YES	
April Chainey	YES	577 Kennedy Ct.	YES	
Kim Mountjoy	YES	519 TRIUMPH	YES	
Erin Mountjoy	YES	519 TRIUMPH	YES	
Angie Cweller	YES	433 Triumph	YES	
Lucie Montgomery	YES	19163 Convent Ln.	YES	Angie Cweller (moving to Middleton)

Middleton Mill Subdivision Appeal Submitted by the following residents of Middleton:

Name	In favor of Appeal	Address	Concerned with ALL areas outlined in appeal	Specific Concerns/Comments	Signature
Laura Javaux	Yes	719 Kennedy Drive	Yes		Laura Javaux
Shannon Deebach	Yes	518 Kennedy Ct	Yes		Shannon Deebach
TOO BRISTOW	YES	532 Kennedy Ct	YES		Too Bristow
Ed Spence	Yes	178 Kennedy	Yes		Ed Spence
R. De	Yes	1076 Kennedy	Yes		R. De
Taylor Watters	Yes	631 Kennedy	Yes		Taylor Watters
Kurt Watters	Yes	631 Kennedy	Yes		Kurt Watters
GINGER MILLER	yes	657 Triumph Dr.	yes		Ginger Miller
Bobbi Davis	Yes	15437 Goodson Rd	Yes		Bobbi Davis
Adam Muffler	Yes	593 Triumph Dr.	Yes		Adam Muffler
Brian Salinas	Yes	14160 Tara St	Yes		Brian Salinas
Ryan Hall	(Yes)	388 Triumph Dr.	Yes		Ryan Hall
Johnny Hall	Yes	388 Triumph Dr.	Yes		Johnny Hall
Tanner Hall	yes	388 Triumph Dr.	yes		Tanner Hall
Andrew Batch	yes	362 Triumph Dr.	yes		Andrew Batch
Mark Macaul	yes	614 N Dewey	yes		Mark Macaul
Scott King	yes	511 N Dewey	yes		Scott King
JODY LENIUS	yes	475 Triumph Dr.	yes		Jody Lenius
JASON LENIUS	yes	475 Triumph Dr.	Yes		Jason Lenius

3 Families - (my live in Middleton kids)

Caldwell



Middleton Mill Subdivision Appeal Submitted by the following residents of Middleton:				
Name	In Favor of Appeal	Address	Concerned with ALL areas outlined in appeal	Specific Concerns/Comments
James Hanger	Yes	415 Triumph Dr	Yes	
Tammi Hanger	Yes	415 Triumph Dr	Yes	
Randy Mason	Yes	381s Triumph Dr	Yes	
Sis Mason	Yes	381 Triumph Dr	Yes	
Jason Terry	Yes	400 Triumph Dr	Yes	
Jason Terry	Yes	400 Triumph	Yes	
Alex Terry	Yes	400 Triumph	Yes	
Amy Noves	Yes	638 Triumph	Yes	
Kew Houser	Yes	625 Triumph	Yes	
Kathy blouster	Yes	625 Triumph	Yes	
Chris Hanger	Yes	650 triumph	Yes	
Heather Hanger	Yes	650 triumph	Yes	
Boni Celler	Yes	689 Triumph	Yes	
Dani Coker	Yes	"	Yes	
Barbara Hanger	Yes	705 Triumph	Yes	
Barbara Hanger	Yes	708 Triumph	Yes	
Barbara Ehle	Yes	723 Triumph	Yes	

James Hanger  
 Tammi Hanger  
 Randy Mason  
 Sis Mason  
 Jason Terry  
 Jason Terry  
 Alex Terry  
 Amy Noves  
 Kew Houser  
 Kathy blouster  
 Chris Hanger  
 Heather Hanger  
 Boni Celler  
 Dani Coker  
 Barbara Hanger  
 Barbara Hanger  
 Barbara Ehle

Middleton Mill Subdivision Appeal Submitted by the following residents of Middleton:

Name	In favor of Appeal	Address	Concerned with ALL areas outlined in appeal	Specific Concerns/Comments	Signature
Shane Keeney	yes	716 Triumph Dr	yes		Shane Keeney
Deke Keeney	yes	716 Triumph Dr	yes		Deke Keeney
Lacey Sargent	yes	731 Triumph Dr	yes		Lacey Sargent
Lewis Sargent	yes	731 Triumph Dr	yes		Lewis Sargent
Kim Shipstead	yes	700 Triumph Dr.	yes		Kim Shipstead
Dan Shipstead	yes	700 Triumph Dr.	yes		Dan Shipstead
Aminda Lewis	yes	728 Triumph Dr.	yes		Aminda Lewis
Doreen Lewis	yes	728 Triumph Dr.	yes		Doreen Lewis
Don Hus	yes	622 Triumph Dr	yes		Don Hus
Teresa Wendell	yes	672 Triumph Dr	yes		Teresa Wendell
Kaden Walker	yes	593 Triumph Dr	yes		Kaden Walker
Shauna Stevens	yes	509 N. Dewey	yes		Shauna Stevens
Allen L. Stevens	yes	509 N. Dewey	yes		Allen L. Stevens
Linda J. Stevens	yes	419 N. Dewey	yes	Garage + traffic	Linda J. Stevens
Margarita Rios	yes	321 N. Dewey Ave	yes	Garage + traffic (Traffic safety)	Margarita Rios
Jaime Rios	yes	321 N. Dewey Ave	yes	Garage + traffic	Jaime Rios
Sonya Abegyan	yes	507 Triumph Dr.	yes	Garage + traffic	Sonya Abegyan
Coby Abegyan	yes	507 Triumph Dr.	yes	Garage + traffic	Coby Abegyan
Amber Walker	yes	593 Triumph Dr.	yes	Garage + traffic	Amber Walker





Middleton Mill Subdivision Appeal Submitted by the following residents of Middleton:

Name	In favor of Appeal	Address	Concerned with ALL areas outlined in appeal	Specific Concerns/Comments	Signature
Theresa DeVham	Y	2638 Kimpton Dr.	1, 2, 3, 4, 6, 7, 8	Failure to respond to safety issues	Theresa DeVham
Martin Denham	Y	25351 Kimpton Dr.	1, 2, 3, 4, 6, 7, 8	#8 Notable lack of transparency	Martin Denham
Zearna Johnson	Y	25372a Kimpton Dr.	All	Water table School crowding	Zearna Johnson
Sally Grist	Y	12399 Shady Kimpton	All		Sally Grist
Christopher Grist	Y	12399 Shady Kimpton	All		Christopher Grist
Tara Thomas	Y	12311 Shady Ln	All		Tara Thomas
Randy Zelenko	Y	122853 Shady Ln	All		Randy Zelenko
Lisa Enzinger	Y	12218 Shady Ln	All		Lisa Enzinger
Michaela Brandon	Y	24957 MINT LAKE	All	lack of transparency & changing zoning after fact	Michaela Brandon
David Salley	Y	24901 MINT	All		David Salley
Austin Salley	Y	24971 MINT	All		Austin Salley
Rejill Billingsley	Y	507 Trumpeter	All	Property Directly Impacted	Rejill Billingsley
Jeremy Rudolph	Y	507 Trumpeter	All		Jeremy Rudolph
Sarah Vickers	Y	58 Diamond Lake	All	Schools + traffic	Sarah Vickers
Tom Vickers	Y	58 Diamond Lake	All	Schools + traffic	Tom Vickers



Middleton Mill Subdivision Appeal Submitted by the following residents of Middleton:

Name	In favor of Appeal	Address	Concerned with ALL areas outlined in appeal	Specific Concerns/Comments	Signature
Kalle Gibson	YES	607 Triumph Dr.	YES		K Gibson
Chas Gibson	YES		YES		Gibson
Tianna Bartsch	YES	673 Triumph Dr.	YES		Tianna Bartsch
Rich Hargitt	YES	646 Triumph Dr.	YES		R Hargitt
Lisa Hargitt	YES	646 Triumph Dr.	YES		Lisa Hargitt
Donna Scarpelli	YES	623 Mountain St.	YES		
Michael Scarpelli	YES	623 Mountain St.	YES		
Cindy Haynes	YES	682 Valley St.	YES		
Susan Lowe	YES				
Dana Rogers	YES	739 Triumph			

Concerned w/ schools, traffic + sewage out of compliance  
 traffic, wildlife  
 Policing + clearing of path-  
 way

City of Middleton  
PO Box 487  
1103 W MAIN ST  
Middleton ID 83644

208-585-3133

Receipt No: 8.000022

May 6, 2022

RUDOLPH, JEREMY

Previous Balance:		.00
GENERAL FUND - REQUEST FOR RECONSIDERATION/THE MILL AT MIDDLETON/RUDOLPH, JEREMY 01-341-002 ANNEXING, PLANNING & ZONING		320.00
<hr/>		
Total:		320.00
<hr/>		
SunWest	Check No: 282	320.00
Total Applied:		320.00
<hr/>		
Change Tendered:		.00
<hr/>		

Duplicate Copy

05/05/2022 4:52 PM

May 5, 2022

To The City of Middleton:

RE: Middleton Mill Infill Subdivision, Additional Deficiencies and Documents for Request for Reconsideration by residents of Middleton

Dear City Council and Planning and Zoning Commission –

We as a community of 104 individuals are writing a Request for Reconsideration In response to Executed FCO with Exhibit-CC-The-Mill.pdf executed April 21, 2022. In the Matter of the Application of Wade Thomas of IAG Capital LLC and Bob Unger of Unger Enterprises for preliminary plat with respect to The Mill at Middleton Subdivision located at 0 N. Dewey Avenue (Tax Parcels Nos. 33892, 33888, and 33876).

**Additional Specific Deficiencies Highlighted in this Reconsideration:**

1. This subdivision is in a FEMA floodplain, please see exhibit EE. The FCO fails to outline flood risk mitigation measures. Due consideration was not given to flood risk for the safety of the community. The developer needs adhere to the Code and the City needs to protect possible future injury to its citizens. We would like to see due consideration provided to MCC as provided in exhibit EE and developer to provide flood risk mitigation plan to address all specific points in MCC without any special waivers from code MCC 1-15-2. Specifically related to MCC 5-4-13-2: SUBDIVISION WITHIN FLOODPLAIN: A 1 b, g, h, i C 1 a, b, C 2, D, and D 3, 6, 7, 9.
2. The subdivision has multiple private lanes, please see exhibit FF. Although private lanes are allowed in the code they have to specifically be approved. In addition, the Code also states that all lots must have 30 feet access to public right-of-way frontage. Some of the lots on the suggested private lanes do not front public right-of-way. We would like to see due consideration provided to MCC as provided in Exhibit FF and a correction provided by the developer. Specifically related to MCC 4-1-1: GENERAL REQUIREMENTS: D.
3. Requesting explanation of maintenance of Private Lanes, please see exhibit FF. The FCO does not address who is responsible for maintaining the private lanes. We would like to see due consideration provided and a determination made by the City of Middleton in regard to who is responsible for maintaining the private lanes. The City of Middleton should not maintain private lanes and this should not put any

financial burden on Middleton taxpayers. Specifically related to MCC 4-1-1:  
GENERAL REQUIREMENTS: I.

Regarding MCC 5-4-10-4: LOT REQUIREMENTS: C. Lot Access: "All lots shall front on paved public roads, and no lots shall have direct access to collectors, boulevards, or arterials, unless otherwise approved by the City." From p.5 of original Request for Reconsideration document, if W Millstone Street is opened to Middleton Road, we would like to ensure that this MCC is taken into due consideration, specifically all sections of this code. See Exhibit GG.



FEMA Designated Flood Plain

Relevant to MCC 5-4-13-2: SUBDIVISION WITHIN FLOODPLAIN:

**5-4-13-2: SUBDIVISION WITHIN FLOODPLAIN:**

A. Flood Areas:

1. For any proposed subdivision that is located within a floodplain, the subdivider shall provide the commission with a development plan of adequate scale and supporting documentation that will show and explain at least the following:
  - a. Location of all planned improvements.
  - b. The location of floodways and base flood elevation cross section lines in the floodway fringe in accordance with sound engineering practices.
  - c. The location of the present water channel.
  - d. Any planned rerouting of waterways.
  - e. All major drainageways.
  - f. Areas of frequent flooding.
  - g. Means of floodproofing buildings.
  - h. Means of insuring loans for improvements within the floodplain.
  - i. Provide permanent elevation bench marks.

**C. Appropriateness Of Subdivision:**

1. In determining the appropriateness of subdivision for land located within a floodplain, the commission and City shall consider the objectives of this title, and at least the following:

a. The danger to life and property due to the increased flood heights or velocities caused by subdivision fill, roads and intended uses.

b. The danger that intended uses may be swept onto other lands or downstream to the injury of others.

2. No subdivision or part thereof shall be approved if levees, fills, structures or other features within the proposed subdivision will individually or collectively significantly increase flood flows, heights or damages. If only part of a proposed subdivision can be safely developed, development shall be limited to that part and the Council shall require development to proceed consistent with the determination.

D. Floodproofing Plans: Floodproofing plans must be individually approved by the City upon recommendation from the commission before such uses are constructed. Floodproofing may include, but not be limited to, the following:

2. Installation of watertight doors, bulkheads and shutters or similar methods of closure.

3. Reinforcement of walls to resist water pressure.

4. Use of paints, membranes or mortars to reduce seepage of water through walls.

5. Addition of mass or weight to structures to resist flotation.

6. Installation of pumps to lower water levels in structures.

7. Construction of water supply and waste treatment systems so as to prevent the entrance of floodwaters.

8. Installation of pumps or comparable facilities for subsurface drainage systems to relieve external foundation wall and basement flood pressures.

9. Building design and construction to resist rupture or collapse caused by water pressure or floating debris, including, but not limited to, the provision of engineered flood openings.



# Exhibit FF

## Relevant to MCC 4-1-1: GENERAL REQUIREMENTS

### 4-1-1: GENERAL REQUIREMENTS:

A. Building Permit Required; Exceptions: No structure or accessory structure over two hundred (200) square feet shall be constructed, remodeled, renovated, or added-to within the City of Middleton without first obtaining a building permit and paying the established fees.

1. Exceptions:

- a. Replacing or upgrading exterior glass, without changing the frame.
- b. Removal of asphalt shingles and replacing with same roofing type without altering or repairing of existing sheeting.
- c. Adding a second layer of asphalt shingles over an original layer of asphalt shingles.
- d. Repairing and replacing individual shingles and/or roofing tiles.
- e. Residential fencing that complies with this Code.
- f. Replacing cabinets without changing plumbing or electrical.
- g. Repairing, but not replacing, existing plumbing fixtures.
- h. Contact City building official for other exemptions.

B. Certificate Of Occupancy: The building official shall not issue a certificate of occupancy for a building until all necessary subdivision infrastructure improvements have been constructed and accepted by the City, and debris has been removed from subdivision vacant lots. A certificate of occupancy will not be issued until any damage to public improvements by a homebuilder is repaired at the home builder's expense.

C. Stamped Plans: All plans for public, commercial, industrial and multi-family buildings exceeding four (4) dwelling units must be stamped by a licensed architect and/or a licensed engineer.

D. Subdivided Lot: No residence or commercial building shall be erected or moved onto any lot unless said lot has been legally subdivided and has thirty feet (30') of frontage on a public right-of-way and meets all the requirements of title 5 of this Code.

E. Traffic Impact Analysis: The City may require an applicant, at the applicant's expense, to conduct a traffic impact analysis for any commercial or industrial use requiring a building permit.

F. Address Numbering: All residential, commercial and industrial buildings within the City shall be numbered with an address assigned by the City. Numbers on residential buildings shall be a minimum of four inches (4") in height. Numbers on commercial and industrial buildings shall be a minimum of twelve inches (12") in height. Number colors should contrast with the building color so that they are plainly visible.

G. Sewer Connection: When a new connection is made to the sewer main, a cast iron hub shall be used unless an alternate connector is approved by the City.

H. Driveways: All lots shall front upon a public road unless otherwise approved by the City. Residences having a garage shall have a hard surface of concrete or asphalt driveway and approach with a width at least equal to the garage width that extends from the garage to the abutting public road. Driveways from garages not facing the street shall be a minimum twelve feet (12') wide between the garage and publicly maintained roads.

I. Private Lanes/Alleys: Private lanes/alleys may be constructed to access single family, single family attached, and/or apartment residences. Private lanes will be reviewed on a case-by-case basis and must be specifically approved by the city.



## Exhibit GG

### **5-4-10-4: LOT REQUIREMENTS:**

A. Lot Design: The lot size, width, depth, shape and orientation and minimum setback lines shall comply with the minimum requirements of the zoning regulations of the City as shown in section 5-4-1, Table 2 of this chapter. Lot lines shall be at right angles from the front, side and back property lines, unless otherwise approved as part of a preliminary plat.

B. Buffers: Lots along the roads identified in subsection 5-4-10-2D of this chapter shall conform to the traffic buffer requirements (see section 5-4-10-6 of this chapter).

C. Lot Access: All lots shall front on paved public roads, and no lots shall have direct access to collectors, boulevards, or arterials, unless otherwise approved by the City.

D. Flag Lots: Flag lots are prohibited unless allowed by the city as part of a preliminary plat. When a flag lot is allowed, the minimum lot frontage to a public road shall be twenty feet (20'), and the minimum lot width and setbacks are measured from where the lot widens for a building.

(Ord. 588, 3-1-2017; amd. Ord. 600, 12-20-2017; Ord. 609, 7-3-2018; Ord. 620, - -2019)

Amending from initial submission, resident Susan Lowe did not have an address listed, this amendment corrects her address from null to 1130 La Reata Way.

Respectfully Submitted by,

Jeremy Rudolph on behalf of:

The attached list of 104 Middleton Residents concerned with this subdivision and greater community without proper infrastructure in place from original submission

## Request for Reconsideration

Middleton Mill Subdivision  
City Council Meeting 6-1-2022

1

**Letter from Greater Middleton Parks & Rec Department (GMPRD)**

**From:** Julie Carlette [jcarlette@gmpard.com](mailto:jcarlette@gmpard.com)  
**Sent:** Wednesday, March 23, 2022 12:58 PM  
**To:** Jessica Reynolds [jreynolds@middletoncity.com](mailto:jreynolds@middletoncity.com)  
**Subject:** Re: Agency notice: CC: The Mill at Middleton

Good morning Jessica,

We wanted to reach out to you and let the City of Middleton, the Mayor, and the Councilman Board know that GMPRD is taking a stance on the growth happening in Middleton and the surrounding areas. We are opposed to any further developments coming into Middleton at this time. Not only are the parks and recreation districts affected, but the school district as well, are struggling to keep up with the growth. The legislature has not added parks and recreation districts, nor school districts to the local verbiage, allowing the impact fee funding to help incur the costs from the additional growth happening around the city.

We are seeing high numbers of registrations at our sporting events coming from out of state. We have multiple sports clubs and recreation programs needing grass space to play on. We are using an outdated building to play sports in one gym and could use at least two more gyms. We are also seeing higher vandalism this year. We have already spent over \$5,000 dollars on new camera systems at our parks and buildings to try to keep up with the increase in crime in our little town. Last year we were at 419% over budget for vandalism - spending almost \$900 dollars on repairs. This year alone we are already at 110% of our increased vandalism budget, spending over \$550 dollars on repairs thus far. However, in 2019 we only used 12.8% of our vandalism repairs budget. Spending only \$25 dollars on repairs. These numbers alone speak VOLUMES as to what is happening in our area and the negative impact our growth will continue to have, especially on our youth. Having positive sports programs, open play space, and local community classes helps keep kids out of trouble. We are outgrowing our resources at a record pace!

In order for growth to continue and to gain our support, developers will have to step up in some way to aid those growth related issues and problems.

Thank you for listening to our concerns.

Sincerely,  
 Julie  
 Julie Carlette  
 District Chair, GMPRD  
 Greater Middleton Parks and Recreation District  
 212 S. Rosemeade Ave., Middleton, WI 53594  
 238-585-3841  
[jcarlette@gmpard.com](mailto:jcarlette@gmpard.com)

4

## Facts

- February 14, 2022 - The Planning and Zoning Commission recommended denial of the preliminary plat application on February 14, 2022 "until Developer and City administration can devise a plan to make Dewey Avenue safer for pedestrians and vehicle traffic."  
**3 Deny, 1 approve**
- April 6, 2022 - The City Council approves Preliminary Plat -  
**2 Approve, 1 Deny, 1 Abstain**
- April 21, 2022 - Revised FCO is signed
- According to the Conclusions of Law within the FCO, Council has the authority to approve or deny the application, with or without conditions.
- We as members of the Middleton community are requesting that Council deny (or approve an application with conditions) when there are clear safety concerns being voiced by the community, as is the case with this application.

2



5

## Middleton School District #134

### City of Middleton--Public Hearing Notice Response

#### General Response for All New Development

Middleton School District is currently experiencing significant growth in its student population. As it is now, we have 7 of our 8 elementary schools over capacity (3 at capacity at the Green, 1 partially at capacity elementary with more coming, one new opening coming, but none are operational at this point, at our high school and middle school. As it stands now there is a need for additional facilities in our school district, primarily at the elementary grades. However, we have significant concerns of the continued growth and our ability to meet the future facility needs of our district at the elementary level (Middleton Middle School and Middleton High School).

We are in process of having a demographics study performed for our school district. Preliminary data suggests that for every new home we build we expect between 0.5 and 1.7 additional students to come to our school. That is the factor that we use to make our projection of student impact for each development.

We encourage the city to be cautious in their approved growth, recognizing that each new development brings new students to our schools and will increase the burden placed on taxpayers within the school district. New facilities, generally as elementary school, can be added now, but additional students could continue to increase that need.

\*\*Please note a change in this rate from previous communications

### Letter from Middleton School District

#### The Mill at Middleton Subdivision

Students living in the subdivision as planned would be in the attendance zones for both Middleton Heights and Mill Creek Elementary school. With 50 lots, we would anticipate, upon completion, an increase of 25-30 students between Middleton Heights Elementary, Mill Creek Elementary, Middleton Middle School, and Middleton High School.

In addition to the increase in student population, no housing would be provided for elementary school students. As such, it would be important that the developer include plans for sidewalks connecting to the existing sidewalk system so that students have a safe passage to school. (Housing would be provided for Middle and high school students).

3



6



## City Goals & Community Impact

- Development will "increase the quality of life and general welfare of the city" (FCO p.9, Goal 4)
- Middleton Superintendent has stated schools are over capacity
- GMPRD stated the City has outgrown its resources
- COMPASS information creating stress on pedestrian (children)
- Community concerns with Traffic and Sewer

4

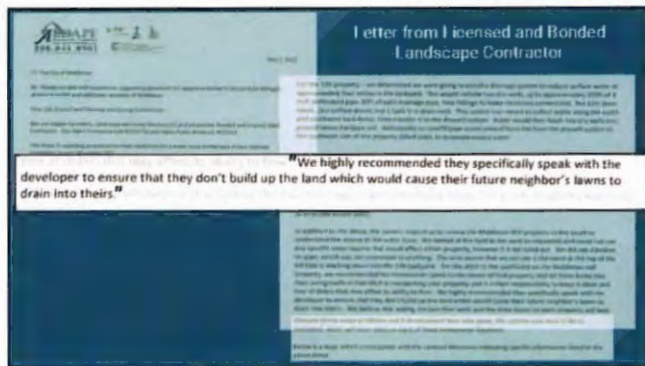
7

## Potential Expenses Imposed on Neighboring Properties



5

10



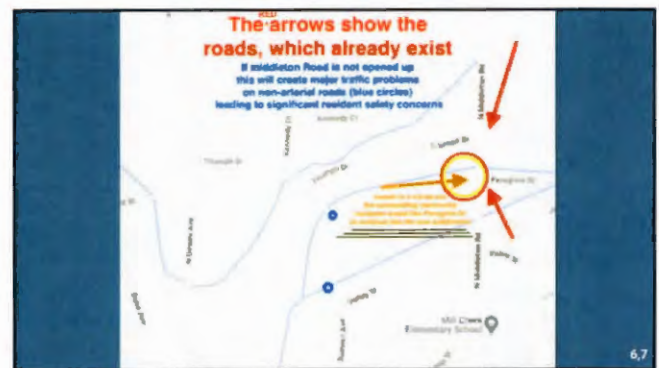
8



11



9



12

## Relevant to MCC 4-1-1: GENERAL REQUIREMENTS

- D. Subdivided Lot.** No residence or commercial building shall be erected or moved onto any lot unless said lot has been legally subdivided and has fronted (lot) frontage on a public right-of-way and meets all the requirements of Title 5 of this Code.
- E. Traffic Impact Analysis.** The City may require an applicant, at the applicant's expense, to conduct a traffic impact analysis for any commercial or industrial use requiring a building permit.
- F. Address Numbering.** All residential, commercial and industrial buildings within the City shall be numbered with an address assigned by the City. Numbers on residential buildings shall be a minimum of four inches (4") in height. Numbers on commercial and industrial buildings shall be a minimum of twelve inches (12") in height. Number colors should contrast with the building color so that they are plainly visible.
- G. Sewer Connection.** When a new connection is made to the sewer main, a cast iron hub shall be used unless an alternate connector is approved by the City.
- H. Driveways.** All lots shall front upon a public road unless otherwise approved by the City. Residences having a garage shall have a hard surface of concrete or asphalt driveway and approach with a width at least equal to the garage width that extends from the garage to the abutting public road. Driveways from garages not facing the street shall be a minimum twelve feet (12') wide between the garage and publicly maintained roads.
- I. Private Lanes/Alleys.** Private lanes/alleys may be constructed to access single family, single family attached, and/or apartment residences. Private lanes will be reviewed on a case-by-case basis and **must be specifically approved by the city.**

A2. A3

[illegible]

THANK YOU!

[illegible]

# Idaho State Code & MCC

Laws in regards to Request for Reconsideration

Idaho Code 67-6535 provides the following:

(b) Any applicant or affected person seeking judicial review of compliance with the provisions of this section must first seek reconsideration of the final decision within fourteen (14) days. Such written request must identify specific deficiencies in the decision for which reconsideration is sought. Upon reconsideration, the decision may be affirmed, reversed or modified after compliance with applicable procedural standards. A written decision shall be provided to the applicant or affected person within sixty (60) days of receipt of the request for reconsideration or the request is deemed denied. A decision shall not be deemed final for purposes of judicial review unless the process required in this subsection has been followed. The twenty-eight (28) day time frame for seeking judicial review is tolled until the date of the written decision regarding reconsideration or the expiration of the sixty (60) day reconsideration period, whichever occurs first.

Middleton City Code 1-14-2 provides the following:

Reconsideration Request and Appeal. Applicants, or an affected property owner as defined in Idaho Code 67-6521, shall have fourteen (14) days after a written final decision is executed to request reconsideration by the final-decision maker. Such request must identify specific deficiencies in a final decision. Failure to request reconsideration may invalidate a subsequent judicial appeal. After considering the identified deficiencies, the final decision about the reconsidered request shall be issued and distributed to the applicant and to any affected property owners who have requested notice of the final decision.

# **EXHIBIT “C”**

**When Recorded, mail copy to**  
Middleton City Administrator  
1103 W. Main St.,  
Middleton, ID 83644

---

Space above this line for Recorder's use

## **CONSENT TO ANNEXATION AND UTILITY CORRIDOR**

THIS CONSENT TO ANNEXATION AND UTILITY CORRIDOR ("**Consent**"), is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the City of Middleton, Idaho, an Idaho municipal corporation ("**City**") and Callister LLC, an Idaho Limited Liability Company ("**Developer**").

WHEREAS, Developer is the owner of the Subject Property located in Canyon County, Idaho and legally described and shown by Map/Exhibit in **Exhibit A** attached hereto and incorporated by this reference ("**Subject Property**"); and

WHEREAS, the Subject Property is located outside the City corporate limits but within the City's area of impact as established by Idaho Code Section 67-6526; and

WHEREAS, Developer is in the process of developing the Subject Property under the land use jurisdiction of Canyon County, Idaho, and a copy of the proposed preliminary plat is attached hereto as Exhibit "B" and incorporated in full by this reference.

WHEREAS, the parties acknowledge that the orderly development of the City will encompass the Subject Property within the foreseeable future; and

WHEREAS, both City and Developer have an interest in the thoughtful, well-planned, and coordinated growth of Canyon County and City; and

WHEREAS, Developer desires to agree and consent to the annexation of the Subject Property into the corporate limits of City (the "**Annexation**") as soon as the Subject Property becomes contiguous to City limits.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the foregoing recitals being incorporated herein as a part of this agreement, the parties agree as follows:

### **I. General**

A. In recognition of this binding commitment and consent to annexation, City shall be responsible for initiating the process to annex the Subject Property into the City, and City shall be responsible for all costs associated with the Annexation of the Subject Property except Developer, at its own cost, shall provide a legal description for the Subject Property. The City



shall have discretion over when said Annexation is initiated, and the denial of an application for Annexation by the City Council shall not void or negate this agreement or the consent to annex evidenced hereby. However, Annexation shall be initiated by the City within five (5) years of the availability of a path therefore.

B. Developer's subsequent and/or associated applications for the development of the Subject Property shall be granted no special privilege, license, priority, approval, or entitlement hereby, and shall progress in accordance with the then-current and applicable law.

C. This Consent shall be recorded in the Canyon County Recorder's Office following complete execution by the Developer and the City. This Consent shall run with the land. By the execution of this Consent, Developer is bound and likewise binds its heirs, assigns, and any and all successors in interests to the terms of this Consent.

D. Notice of the Consent shall appear on any plat recorded in the office of the Canyon County Recorder using the following language:

"The lots shown on this final plat are subject to a Consent to Annexation and Utility Corridor Agreement recorded in the Records of Canyon County, Instrument #\_\_\_\_\_."

E. Developer will provide, in good faith with City and City engineer, a utility corridor and easement for future sewer and water facilities to run "to and through" the Property as shown on Exhibit "C" attached hereto and incorporated herein by this reference. The easement corridor shall be the width of the road, but at locations outside of the roadway, the easement shall be twenty (20) feet wide. Said corridor and easement shall be shown on the preliminary plat and all recorded final plats for the subdivision project. Developer and future lot owners will not be required to hook up to City services upon annexation unless Developer and any future lot owner so chooses.

## **II. Annexation:**

A. The Subject Property is not currently contiguous to the Middleton City limits and cannot, therefore, be immediately annexed into City.

B. The Annexation shall be initiated and consummated pursuant to Idaho Code 50-222, and the same shall be a "Category A" annexation, as the term is used therein.

C. At such time as the Subject Property shall become contiguous to the City limits, the Developer, his heirs, successors, and assigns shall support the Annexation of the Subject Property in whole into the City limits to become part of the same with a R-1 zone designation. The Annexation application, and associated application for the designation of a zone to the Subject Property, may be initiated by the City. The failure of any application to result in the Annexation of the Subject Property shall not prevent or prohibit future Annexation applications under this Consent.

E. Developer, for itself and its heirs, assigns, and any and all successors in interest, forever, waive the right to object to Annexation of the Subject Property or revoke consent to the Annexation of the Subject Property.

This Consent shall become effective at the time that both parties execute the same. This Consent constitutes the legal, valid, and binding obligation of each party. The individuals executing this Consent warrants that he or she has full power and has been duly authorized to execute and deliver this Consent on behalf of the entity for which he or she signs.

Its:

**CONSENT TO ANNEXATION AND UTILITY CORRIDOR AGREEMENT, Page 3**

My Commission Expires: \_\_\_\_\_

\*SEAL

CITY OF MIDDLETON, IDAHO

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

By: STEVEN J. RULE

Its Mayor

ATTEST:

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

BECKY CROFTS, City Clerk

STATE OF IDAHO

)

) ss.

COUNTY OF CANYON

)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned, a Notary Public in and for said State personally appeared Steven J. Rule known or identified to me to be the Mayor of the City of Middleton, Idaho that executed the said instrument, and acknowledged to me that such City executed the same.

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

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO

Residence: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

\*SEAL

**Exhibit A**

**Legal Description & Boundary Map of the Subject Property**



**T.O ENGINEERS**

Project No: 200194  
Date: June 17, 2020  
Page 1 of 1

**C4 PARCEL "A"  
BOUNDARY DESCRIPTION**

A parcel of land, situated in a portion of NW1/4 of the SW1/4 of Section 34, Township 5 North, Range 2 West, Boise Meridian, Canyon County, Idaho, being more particularly described as follows:

**COMMENCING** at a brass cap monument making the northeast corner of said NW1/4 of the SW1/4 (CW1/6 Corner), from which an aluminum cap monument marking the northwest corner of said NW1/4 of the SW1/4 bears N.89°40'14"W. a distance of 1317.43 feet, thence along the east line of said NW1/4 of the SW1/4 S.00°16'23"W. a distance of 225.00 feet to a 5/8 inch rebar marking the **POINT OF BEGINNING**;

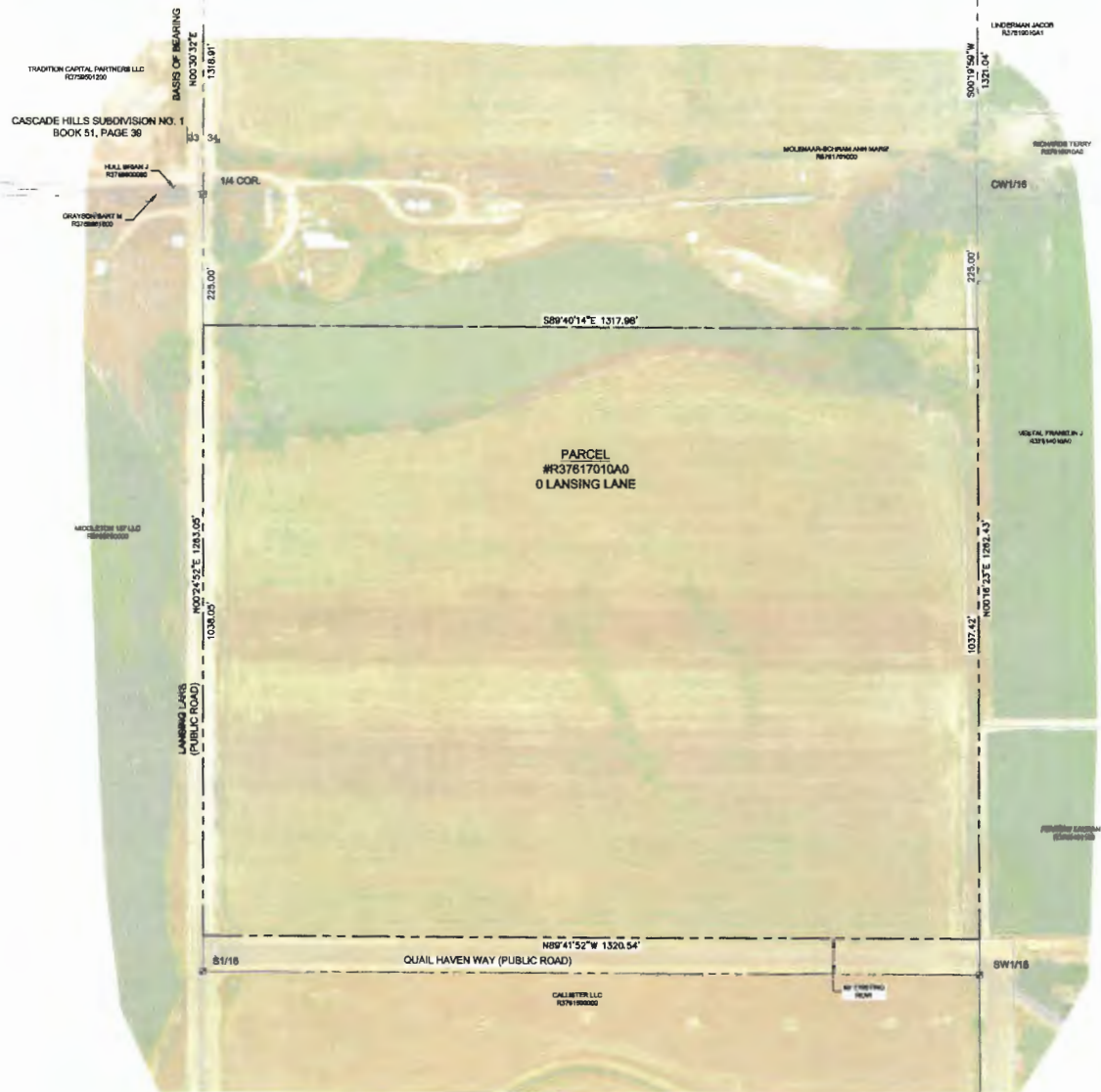
- 1) Thence, continuing along said east line, S.00°16'23"W. a distance of 1037.42 feet to a 5/8 inch rebar on the north right-of-way line of Quail Haven Way;
- 2) Thence, leaving said east line and along said north right-of-way line N.89°41'52"W. a distance of 1320.54 feet to a 5/8 inch rebar on the west line of said NW1/4 of the SW1/4;
- 3) Thence, leaving said north right-of-way line and along said west line, N.00°24'52"E. a distance of 1038.05 feet to a 5/8 inch rebar;
- 4) Thence, leaving said west line and along a line parallel with said north line of NW1/4 of the SW1/4 and 225.00 south when measured perpendicular thereto, S.89°40'14"E. a distance of 1317.98 feet to the **POINT OF BEGINNING**.

Said parcel of land containing 31.42 acres more or less and is subject to all existing easements and/or rights-of-way of record or implied.

End of Description.



© 2022 T.O. ENGINEERS. THE INFORMATION IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE A GUARANTEE OF ACCURACY. ANY REPRODUCTION OF THIS INFORMATION WITHOUT THE WRITTEN PERMISSION OF T.O. ENGINEERS IS PROHIBITED.



**C-4 SUBDIVISION  
BOUNDARY  
JANUARY, 2022**



**T.O. ENGINEERS**  
3471 S. TITANUM PLACE  
MERRIDAN, IDAHO 83642  
208-238-2388 | WWW.TO-ENGINEERS.COM

**Exhibit B**

**Preliminary  
Plat or Site Plan**



TRAYNOM CAPITAL PARTNERS L.L.C.  
103796001200

CASCADE HILLS SUBDIVISION NO. 1  
BOOK 51, PAGE 39

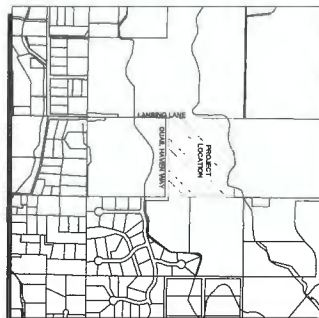
BASIS OF BEARING

[illegible]

A PORTION OF THE SW 1/4 OF THE NW 1/4 OF SECTION 34  
TOWNSHIP 5 NORTH, RANGE 2 WEST, BOISE MERIDIAN  
CANYON COUNTY, IDAHO  
2021

**SHEET INDEX**

00.00 COVER
01.00 EXISTING CONDITIONS
02.00 SITE PLAN AND DIMENSIONS
03.00 DRAINAGE AND IRRIGATION



- [illegible]

PARCEL	NAME	ADDRESS
D121000000	MONROE TR 111 L	P.O. BOX 160000, CHICO, CA 95914
D121001200	ROBERTSON CAPITAL MANAGEMENT LLC	10000 MONROE TR 111, MONROVIA, CA 91056
D121001300	10000 MONROE TR 111	10000 MONROE TR 111, MONROVIA, CA 91056
D121001900	9961 MONROE TR 111	9961 MONROE TR 111, MONROVIA, CA 91056
D121002000	9961 MONROE TR 111 AND 10000	9961 MONROE TR 111, MONROVIA, CA 91056
D121002100	MONROE TR 111	9961 MONROE TR 111, MONROVIA, CA 91056
D121002200	MONROE TR 111	9961 MONROE TR 111, MONROVIA, CA 91056
D121002300	9961 MONROE TR 111	9961 MONROE TR 111, MONROVIA, CA 91056
D121002400	9961 MONROE TR 111	9961 MONROE TR 111, MONROVIA, CA 91056
D121002500	9961 MONROE TR 111	9961 MONROE TR 111, MONROVIA, CA 91056
D121002600	9961 MONROE TR 111	9961 MONROE TR 111, MONROVIA, CA 91056
D121002700	9961 MONROE TR 111	9961 MONROE TR 111, MONROVIA, CA 91056
D121002800	9961 MONROE TR 111	9961 MONROE TR 111, MONROVIA, CA 91056
D121002900	9961 MONROE TR 111	9961 MONROE TR 111, MONROVIA, CA 91056
D121003000	9961 MONROE TR 111	9961 MONROE TR 111, MONROVIA, CA 91056

PRELIMINARY PLAT FOR:  
C-4 SUBDIVISION  
COVER

**T.O ENGINEERS**  
CONSULTING ENGINEERS, SURVEYORS & PLANNERS  
332 N. BROADMORE WAY  
NAMPA, IDAHO 83687  
PHONE: (208) 442-4300 [WWW.TO-ENGINEERS.COM](http://WWW.TO-ENGINEERS.COM)  
BOISE • CODY • COEUR D'ALENE • HESPER CITY  
MERIDIAN • NAMPA • SPOKANE

REVISIONS			BORDER SIZE
NO.	DESCRIPTION	DATE	22"x34"
			DESIGNED
			J. SMITH
			DRAWN
			J. SMITH
			CHECKED
			J. CARPENTER
			APPROVED
			J. CARPENTER

IF THIS BAR DOES NOT MEASURE  
1" ON 2004 SHEET & 12" ON  
11x17 SHEET, THEN DRAWING IS  
NOT TO SCALE

DATE: September 30, 2021  
PROJECT: 200194  
SHEET: C0.00

**Exhibit C**  
**Utility Corridor**

EXHIBIT "C"

PROPOSED UTILITY CORRIDOR



PROPOSED UTILITY CORRIDOR

# **EXHIBIT “D”**

# **Memorandum of Understanding - Leading Idaho Local Bridge Program**

Between

## **LOCAL HIGHWAY TECHNICAL ASSISTANCE COUNCIL**

And

\_\_\_\_\_, hereinafter referred to as **LOCAL HIGHWAY JURISDICTION or LHJ**

### **Purpose:**

The purpose of this memorandum is for the Local Highway Technical Assistance Council (LHTAC) and local agencies with bridges in poor or posted condition to apply for award, manage and track projects in the Leading Idaho Local Bridge (LILB) Program. This program is intended to economically and efficiently fully fund local bridges and not serve for local match or supplemental funding on any federally funded projects.

### **Legal Authority:**

Senate Bill 1359 (2022), an appropriations bill, was signed by the Governor on March 16, 2022 funding the Strategic Initiatives Program (Idaho Code 40-719) with up to \$200 Million intended for local bridge maintenance. LHTAC has created a Leading Idaho Local Bridge Program from this legislation.

### **Procedures:**

LHTAC will conduct a two month call for applications from April 11 to June 8, 2022. Local agencies with eligible bridges may apply for a maximum of half of their eligible bridges (rounded up) or two (2) eligible bridges, whichever is most. Applications will be scored on technical information (75%) and local knowledge (25%). The technical information is extracted from bridge inspection reports and bridge locations and the right of way status is reported by the **LHJ**. The **LHJ** will also provide four additional points of information on the importance of the bridge. LHTAC staff and Council will score the applications after the application period closes with LHTAC staff presenting the scores and recommendations to Council in an open meeting.

LHTAC Council will award funding to projects in up to five (5) rounds of funding. LHTAC will implement a bundled award process to accelerate delivery and complete the largest number of highest scoring projects as possible. Project bundling will be utilized throughout all Rounds of funding. The rounds of funding are expected to use the following strategies:

Round 1 – High scoring projects that will have quick delivery and have limited to no barriers such as right-of-way acquisition or environmental complications. Also included in Round 1 will be bridges with low-cost repairs, bridges that have 50% or more design completed, and/or projects that are material purchase only.

Round 2 – High scoring applications that have longer projected delivery timelines.

Round 3 – Strategies to be determined.

Round 4 – Strategies to be determined.

Round 5 – Remaining funding to highest rated projects that funds the most possible projects.

As applications are awarded funding, the responsible **LHJ** will be expected to sign an individual project agreement within thirty (30) days of award by the LHTAC Council. This project agreement will have the details of funding, project roles/responsibilities and reporting milestones used for the project.

### **Responsibilities:**

Under this program LHTAC shall:

Administer the LILB program within the constraints of Idaho Code which includes soliciting for projects, reviewing the merits of applications (scoring), recommending projects and reporting progress at regular intervals.

Specific duties LHTAC will exercise for this program are:

- Overall Administration of projects from advancement of funding to completion of construction;
- Advance projects through a bundling process to increase the number of bridges awarded with the fixed funding level while considering need and use of each bridge;
- Develop a process and select engineering firms for the development of the projects awarded through the LILB program;
- Advertise and award projects through a low-bid process to construction contracting firms or;
- Authorize qualified Local Highway Jurisdictions able to demonstrate experience to self-perform construction. Eligible invoiced expenses will be limited to materials, rental equipment, traffic control, or others approved by LHTAC.

Specific duties **LOCAL HIGHWAY JURISDICTION** will exercise for this program are:

- Prioritize eligible bridges within jurisdiction and apply for funding;
- Present this memorandum and all attachments to the responsible elected officials at an open meeting in compliance with the Idaho Open Meetings requirements (Idaho Code 74-204);
- Provide a list of all applications under this program (Attachment A to this MOU);
- Provide a resolution from the responsible elected officials (Attachment B to this MOU);
- Enter into project agreements with LHTAC within thirty (30) days of award;
- Notify LHTAC in writing, via First Class Mail, Electronic Mail or hand delivered mail, the removal of any application from consideration for program funding or termination of this MOU.
- If eligible, request approval to self-perform construction.

Specific responsibilities will be formalized in each individual project agreement.

### **Financial Obligations**

**LOCAL HIGHWAY JURISDICTION** will have no financial obligation or commitment on any project until the project is advanced for funding. The details of financial obligations will be contained in the individual project agreement related to future maintenance, additional scope and project termination.

No advance funds, deposits or local match is required for this program. However, if a local sponsor would like to increase the scope of an individual project, this will be addressed during project agreement execution and the **LHJ** will be responsible for any scope beyond the proposed LHTAC scope. Any additional scope that could encroach on delivery schedules may negatively impact the advancement of the project. LHTAC reserves the authority to accept or deny any additional scope proposed by the local agencies. Funds for additional scope will be collected at the execution of the project agreement.



### **Limitations**

Nothing in the Memorandum of Understanding between LHTAC and **LHJ** shall be construed as limiting or expanding the statutory or regulatory responsibilities or authorities of any involved individual in performing functions granted to them by law; or as requiring either entity to expand any sum in excess of its appropriation. Each and every provision of this memorandum is subject to the laws and regulations of the State of Idaho and the United States.

Nothing in this Memorandum of Understanding shall be construed as expanding liability of either party. In the event of a liability claim, each party shall defend their own interests. Neither party shall be required to provide indemnification of the other party.

### **Effective Date**

This Memorandum shall become effective upon signature of the LHTAC Administrator or delegate and will remain in effect until the termination of this MOU.

### **Method of Termination**

This memorandum may be terminated by **LHJ** at any time prior to the awarding of any project. After awarding of at least one (1) project, this MOU will remain in effect until completion of funded projects.

After awards, **LHJ** may terminate funded projects as outlined in future project agreements and may terminate this MOU if there are no active funded projects listed in Attachment A.

LHTAC may terminate this MOU in the event that all funding has been awarded and no additional funding is authorized by the Idaho Legislature.

This MOU will terminate upon the completion of the LILB program.

### **Amendments**

Amendments to this memorandum shall effective upon mutual agreement and written approval by the LHTAC Administrator or Delegate and the signing authority of **LHJ**.

### **Signatures**

LOCAL HIGHWAY TECHNICAL ASSISTANCE COUNCIL

By \_\_\_\_\_ Date \_\_\_\_\_  
Administrator or Delegate

Local Agency

By \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_  
Mayor, Chairman or Delegate

## Attachment A – List of Applications for the Leading Idaho Local Bridge Program

*LOCAL HIGHWAY JURISDICTION to provide a list of intended applications including the bridge ID, highway name/number and if applicable bridge name*

[illegible]

Attachment B

Leading Idaho Local Bridge Program – Local Highway Jurisdiction Resolution

Res. No \_\_\_\_\_

WHEREAS, SB 1359 became law on March 16, 2022 appropriating funding for the repair and replacement of local bridges in poor and posted condition; and

WHEREAS, **LOCAL HIGHWAY JURISDICTION** has presented the Leading Idaho Local Bridge Program Memorandum of Understanding at an open meeting in accordance with the Idaho Open Meetings Law; and

WHEREAS, **LOCAL HIGHWAY JURISDICTION** has prepared and presented the listed applications in Attachment A at an open meeting in accordance with the Idaho Open Meetings Law; and

NOW, THEREFORE BE IT RESOLVED, that **LOCAL HIGHWAY JURISDICTION** is granted authority by (BOARD or COUNCIL NAME) to enter in the Leading Idaho Local Bridge Program Memorandum of Understanding with the Local Highway Technical Assistance Council.

I hereby certify that the above is a true copy of a resolution passed at a public meeting held in accordance with the Idaho Open Meetings Law, by LOCAL HIGHWAY JURISDICTION \_\_\_\_\_ day of \_\_\_\_\_, 2022

Signed \_\_\_\_\_ of **LOCAL HIGHWAY JURISDICTION** \_\_\_\_\_  
Seal (Mayor, Chairman, or Delegate) (Signature)

# **EXHIBIT “E”**



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

# T.O ENGINEERS

## ADDITIONAL SERVICES AUTHORIZATION

(Please expedite return of signed form.)

DATE: May 26, 2022

Contract/Project No: 220144 Project Name: Middleton Headworks Maintenance  
Name of Client: City of Middleton  
Address: 500 12<sup>th</sup> Avenue South  
City/State: Middleton, ID Zip Code: 83644 Telephone: (208) 585-3133  
Description of Services to be Provided by Consultant: See attached Scope of Work.

### T-O Billing Reference Description:

Budget Estimate: \$14,245.00 ☐ 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: City of Middleton  
Additional Service Request Rec'd By: Kasey Ketterling via ☒ Verbal ☒ Written  
Special Conditions: See attached Scope.

The Terms and Conditions of the original contract, City of Middleton Headworks Maintenance, dated March 16, 2021, above are incorporated and made a part of this Agreement.

Offered by T-O Engineers (Consultant):

Accepted by Client:

Signature

Date

Signature

Date

Printed Name/Title

Printed Name/Title

Name of Client

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



## T-O ENGINEERS

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

***ASA #1 - Scope of Services  
City of Middleton  
May 26, 2022***

---

Project Number: 220144

Project Name: Middleton Headworks Maintenance

Consultant Company Address: T-O Engineers, 332 Broadmore Way, Nampa, Idaho 83687

Consultant Project Manager/Contact Information: Kasey Ketterling, PE, 208-442-6300

Contract Amount: \$14,245.00 (T/M NTE)

### **Project Understanding**

A concrete forensic evaluation was performed on the existing screening vault adjacent to the lift station and signs of deterioration were observed. The City of Middleton has requested the screening vault be coated. The original scope includes the creation of a bid specifications for influent bypassing, coating, servicing of the Huber screens, and replacement of conduit within the screen vault. Consultant will create and provide support of bid documents and bid process.

This Additional Services Authorization, ASA No. 1, scope includes adding a 4<sup>th</sup> pump to the existing influent Lift Station. The 4<sup>th</sup> pump will require pump install, associated piping and electrical, and relocation of the existing sampler unit. The City will provide the pump.

### ***General Assumptions:***

- a. This work will be added to the bid package being prepared under the original contract.
- b. Electrical connection and verification will be placed on the contractor and is not included in this scope.
- c. Existing spare pump and existing pipe sizing will be utilized, and no capacity or sizing verification is included in this scope.
- d. City staff will assist in bypass design for coordinating impact to the plant.



**Scope of Work Services:**

Items 1-2 are included in the original contract. Additional work is described below.

**1. Specification Document**

**1.1. Design Plans & Specifications**

CONSULTANT will prepare a technical specification and pipe support details for installation of the 4th pump and associated piping, including relocation of existing sampler to a prefabricated 2-foot high pedestal.

CONSULTANT will prepare electrical drawings and specification for the installation of the 4<sup>th</sup> pump, including associated electrical for the relocation of existing sampler.  
(Attachment B - Control Engineers Scope)

**2. BID ADMINISTRATION AND SUPPORT**

Bid Administration and Support is provided under a time and materials basis when requested by the City.

2.3. Bid Administration – CONSULTANT will review bid comments, prepare addendum, and advise CITY on bid inquiries. Assume one (1) addendum will be issued.

**ASA Revised Project Schedule**

<b>Item</b>	<b>Expected Completion</b>
Signed Contract:	April 7, 2022
Signed ASA Contract:	June 2, 2022
City Submittal:	June 24, 2022
City Approval:	July 8, 2022
Final Plans & Spec:	July 22, 2022
Bid Advertisement:	July 25, 2022
Bid Award:	August 17, 2022
Construction:	August-October

\* Assumed timeline based upon City review & approval

**Cost of Services:**

Services will be billed on a time and materials not-to-exceed (NTE) basis.

Attached is the labor estimate and cost summary (Attachment A).

**ATTACHMENT "A"**  
**LABOR ESTIMATE**  
**2022 Middleton Headworks Maintenance - ASA #1**

TASK AND DESCRIPTION	Project Manager Engineer	Project Engineer	Design Engineer	Structural Engineer	Survey Project Manager	Surveyor	Clerical	Electrical (sub-contract)	Expenses	subtask	Subtotal
Approx. Employee Hourly Pay Rate	\$225	\$130	\$100	\$130	\$180	\$120	\$70	Fee		Cost	Cost

	Time Estimate - Hours										
<b>1. Specification Document</b>								<b>\$9,650</b>		<b>\$9,650.00</b>	<b>\$12,395</b>
1.1 Design Planas & Specification	1	4	20							\$2,745.00	
<b>2. Bid Aministration and Support</b>								<b>\$1,850</b>		<b>\$1,850.00</b>	<b>\$1,850</b>
2.1 Contract Documents											
2.2 Pre-Bid Meeting											
2.3 Bid Administration											
2.4 Bid Opening											
<b>Total</b>	<b>1</b>	<b>4</b>	<b>20</b>					<b>\$11,500</b>		<b>\$14,245.00</b>	



## ATTACHMENT "B"

May 26, 2022

Mr. Nate Runyan  
T-O Engineers  
332 N. Broadmore Way  
Nampa, Idaho 83687

RE: Middleton WWTP HW Maintenance Project Proposal

Dear Nate:

Control Engineers is pleased to provide this proposal for engineering design services in support of the City of Middleton, Idaho Headworks Maintenance Project. Based upon our discussions during our onsite meeting on May 11, 2022 we understand the project scope to include:

- Add (1) 20 HP lift pump #4 at headworks
  - Electrical & controls location plans
  - VFD schematic
  - One-line diagram
  - Generate 480V load list & confirm available utility transformer capacity
  - Add 480V panelboard – existing is full
  - Use old blower building feeder for new panelboard, refeed blower lights
- Relocate influent sampler from NE corner of building to NW
- Replace corroding conduits in HW wet well

Additional services, including PLC and HMI programming, commissioning and startup activities are not included in this proposal, but may be added as engineering services at a later date.

Task	Description	Fee
Design Engineering	All Electrical and Control System Design services for a complete and biddable project.	\$ 9,650
Construction Support	Bid selection support, RFI responses, Submittal Review, Record Documents	\$ 1,850

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

Sincerely,

Mike Johnson  
Project Manager

# **EXHIBIT “F”**

**Billing Address**

City of Middleton  
1103 W. Main St.  
billing@middletoncity.com  
Middleton, ID 83644  
UNITED STATES

**Delivery Address**

City of Middleton  
786 Whiffen Lane  
Middleton, ID 83644  
UNITED STATES

**OFFER:** 71009846 / V1  
Your Reference: Middleton, ID (291901)  
  
Your Reference:

Date printed: 5/18/22  
Our Reference: Cedric Anthony  
Phone: +1-704-990-2408  
Email: [Cedric.Anthony@hhusa.net](mailto:Cedric.Anthony@hhusa.net)  
  
Customer No.: 114455

Pos	Quantity	Unit	Item Description	Price USD	Total USD Tax (%)
110/1	24.00	Hour	40001 Labor	150.00	3,600.00 0%
120/1	16.00	Hour	40003 Travel Time	140.00	2,240.00 0%
130/1	1.00	pcs	10000002 Flight	800.00	800.00 0%
130/2	3.00	pcs	10000002 Hotel	125.00	375.00 0%
130/3	3.00	pcs	10000002 Car Rental	100.00	300.00 0%
130/4	3.00	pcs	10000002 Per Diem	65.00	195.00 0%
130/5	1.00	pcs	10000002 Rental Est. **Crane Rental 3 days**	1,500.00	1,500.00 0%
130/6	1.00	pcs	10000002 Freight Est.	1,100.00	1,100.00 0%

Offer: 71009846  
Date printed: 5/18/22  
Page: 2 (7)

Pos	Quantity	Unit	Item Description	Price USD	Total USD Tax (%)
			**Gang Box**		

Total net	USD	10,110.00
Including Sales Tax	USD	0.00
Total gross	USD	10,110.00

The quotation is subject to national or international export control regulations and embargoes or any other export restrictions.

Valid for: 90 days  
Delivery: prepaid and add  
Payment terms: Net 30 days

Best regards

Cedric Anthony  
Huber Technology, Inc.



Offer: 71009846  
 Date printed: 5/18/22  
 Page: 3 (7)

## Aftermarket Sales & Service Rates 2022

### Field Service Base Rates

Continental U.S., Mexico and Canada..... \$150.00 per hour  
 Outside Continental U.S., Mexico and Canada..... \$226.00 per hour

### Training

Product Training..... \$150.00 per hour

### Travel

Travel (time)..... \$140.00 per hour  
 Mileage..... \$0.58 per mile

### Manufacturing/Engineering Services in house

Services include failure analysis of returned hardware..... \$145.00 per hour

### Premium Rates

Overtime rate (in excess of 8 hours per day..... \$249.00 per hour  
 Standby rate..... Applicable base rate  
 Double time rate (Sunday, Holiday, or in excess of 12 hours)..... \$300.00 per hour

### Expenses

Travel and accommodations..... Actual cost  
 Per Diem..... Business Rate Plan 1.. \$60.00 per day  
 High Cost Area Rate 2.. \$70.00 per day  
 Service Truck Rate ..... \$80.00 per day  
 Materials, Equipment Rental, Supplies..... Actual cost plus 20%  
 Laboratory testing..... Actual cost plus 20%

### Fees

Visa, work permits, taxes, user fees or special assessments, etc..... Actual cost

### Cancellation Charges

Prior to departure for travel expenses incurred (i.e. airline / change fees)..... Actual cost

Offer: 71009846  
 Date printed: 5/18/22  
 Page: 4 (7)

## Aftermarket Sales & Service Rates 2022

**Field service Base Rate.** Rates are calculated from the day the Service Specialist departs Huber Technology, Huntersville, North Carolina until the day the Service Specialist returns to Huber Technology, Inc., Huntersville, North Carolina. Rates include weekends and holidays. If a Service Specialist is required to travel from any other location, including, Germany the rates are calculated from when the Service Specialist departs the home office until the day the Service Specialist returns to the home office.

**Travel.** Time includes transportation to and from the airport, security clearance, time between flight changes, driving time and local travel to and from worksite. Travel time in excess of eight (8) hours may be billed at the premium rate.

**Double Time.** Any Sunday or **Recognized Huber Technology, Inc. Holiday.**

**Transportation.** The customer is responsible for reimbursing Huber Technology, Inc. for all transportation charges associated with service work. Flights will be booked as coach-tourist class unless it is unavailable. Rental car, gas, taxis, airport / hotel limousines, company or personal vehicles will be used when necessary.

**Standby rate.** Applies to the time a Service Specialist is available for work and is located at or near the job site but unable to work due to circumstances beyond his control. Time shall be considered time worked and will be charged at the applicable base or premium rate.

**Accommodations and Meals.** Meals are charged at \$60.00 per day or \$70.00 per day depending on the area (See Business Rate Plan 1 and 2). If an overnight stay is required, the customer is required to reimburse Huber Technology, Inc. for lodging charges. Hotel rooms will be booked on a business executive, single occupancy basis.

**Visa, Work Permits & Local Taxes.** The customer is responsible to pay any and all taxes, user fees or special assessments. If a visa or work permit is required before departing for an international assignment, the fee will be charged to the customer at actual cost (including any expediting charges).

**Warranties.** Per Huber Technology, Inc.'s Terms and Conditions of Sale, Huber Technology, Inc. warrants Field Service work performed at site. "Breach of Warranty" claims do not entitle the customer to refuse payment for field service work. HUBER TECHNOLOGY, INC. MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO THE DESIGN, SALE, MERCHANTABILITY OR FITNESS OF THE GOODS FOR A PARTICULAR PURPOSE OR USE EXCEPT AS EXPRESSLY SET FORTH IN HUBER TECHNOLOGY, INC.'S TERMS AND CONDITIONS. HUBER TECHNOLOGY, INC. IS NOT SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, TORT CLAIMS INCLUDING NEGLIGENCE AND STRICT LIABILITY, OR ANY OTHER THEORIES OF LAW. HUBER TECHNOLOGY, INC. IS UNDER NO EVENT LIABLE FOR ANY SPECIFIC, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGES, EXPENSE, INJURY, DISMEMBERMENT, OR DEATH OF ANY KIND WHATSOEVER.

**SCHEDULING – 10 Working Days Notice.** Request for field service should be made in writing (letter, fax or e-mail) to Huber Technology, Inc. at least ten (10) working days prior to the date for which services are requested. Confirmation of the service will be conveyed verbally by Huber Technology, Inc.

**Insurance.** All Huber Technology, Inc. Service Specialists are insured. Liability insurance certificates may be provided upon request by the customer in order to allow for sufficient time for document processing, the request must be made at least seven (7) working days prior to the date of services.

Huber Technology, Inc. can not offer fixed lump sum contracts for Field Service activities. The duration of site visitation is neither under our direct control nor influence, and as such we can only provide estimates of time on-site to affect the required service actions. Field service published rates and terms are valid through December 2022

### **Hazardous Locations.**

Huber Technology, Inc. reserves the right to recall its personnel if the worksite does not meet governmental health and safety standards.

**Minimum Daily Charge.** For all Field Service Base Rates or combinations of Base Rates, the minimum fee will be for eight (8) hours. If services are performed on the same day as travel, travel time will be billed in addition to service time.

**Overtime.** The overtime rate applies to work or travel in excess of eight (8) hours per day (weekdays) and all Saturday work. Workdays in excess of (16) hours are prohibited. Service specialist are NOT required to perform, and may decline, work in excess of twelve (12) hours. The overtime charge shall be at the base rate plus a one hundred percent (100%) premium.

**Recognized Huber Technology, Inc. Holidays** New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve and Christmas Day.

**Expenses.** The customer is responsible for ALL expenses associated with service work. All travel expenses including airfare, taxi, mileage for personal or company owned vehicles or any other chauffeured vehicle, living accommodations and meals will be invoiced. Invoices will include a cost

break-down. Copies of receipts will not be furnished unless specifically requested. Original receipts cannot be provided. Receipts for under \$25.00 cannot be provided. Use of personal or company owned vehicles will be invoice at the rate set by IRS mileage regulations.

**Payment.** All field service invoices are in U.S. Currency and all payments must be in U.S. Dollars. Payment is due NET 30 DAYS from the date of invoice.

**Purchase Orders.** A purchase order is required BEFORE any field service arrangements will be made. The purchase order is to be made out to Huber Technology, Inc. and must contain the following information:

- 1) Customer's name, 2) company, 3) billing address, 4) dates of service, 5) type of service requested (i.e. installation, commissioning, troubleshooting, training, etc.), 6) serial number / model number, 7) equipment purchase order number, and 8) equipment tag numbers. A "confirming-copy" purchase order must follow any preliminary arrangements. Equipment location including city, state, plant site, directions to the site, a local contact and telephone number must also be included.
  - 2) Amended Purchase Orders. An amended PO is required if services are extended beyond the cost of the original PO. If the Service Specialist is on site and an amendment is required, the PO must be completed and submitted to Huber Technology, Inc. before the Service Specialist can continue working.
- Applicable law.** Any purchase order accepted by Huber Technology, Inc. in conjunction with Field Service work, shall be deemed to have been executed, delivered and accepted in the State of North Carolina, USA and shall be governed, construed and enforced pursuant to the laws of the State of North Carolina, USA

**Offer:** 71009846  
**Date printed:** 5/18/22  
**Page:** 5 (7)

## Warranty and Returns Policy & Instructions

Huber Technology, Inc. ("Huber") warrants any **original** Huber part (mechanical or electrical) for a period of:

A. Twelve (12) months from the date of purchase and only when part(s) are installed by a Huber factory trained technician. Should the part(s) fail within the warranty period, a replacement shall be supplied at no cost to the owner ("Replacement Part")

1. Only valid if the product is operated in accordance with the manufacturer's instructions.
  2. The replacement part(s) must not be modified or changed in anyway.
  3. The replacement part(s) must be installed by a qualified person to the manufacturer's specifications
- Or

B. Three (3) months from the date of purchase and/or installed by a non-Huber factory trained technician.

1. Only valid if the product is operated in accordance with the manufacturer's instructions
2. The replacement part(s) must not be modified or changed in anyway.
3. The replacement part(s) must be installed by a qualified person to the manufacturer's specifications

**This warranty does not apply to any damage or defect arising out of any of the following circumstances:**

- Part(s) needing repair or replacement due to events or circumstances outside of normal use and operation of the equipment.
- Part(s) or components damaged due to power surges, short circuits, loss of power, lightning strikes, fire or water damage, vandalism, theft, or any other causes outside of normal use and operation of the equipment or that would normally be covered by casualty insurance on the equipment.
- Damage or defects caused by neglect, incorrect application, abuse, or by accidental damage of the parts or components.
- Repair or replacement of part(s) or components due to improper or negligent operation of the equipment.
- Damage or defects to the part(s), component(s), or equipment caused by the attempted repair by an unauthorized or unqualified person.

**All Huber parts warranties are non- transferable, and cannot be sold, assigned or transferred in any other way.**

This warranty of **original** Huber Service parts does not include the labor to remove the defective part nor the labor to install the new part. **All labor costs associated with the replacement of the part is the responsibility of the owner.** The request for assistance of a certified Huber technician is available upon the issuance of a purchase order by the owner. The fee for the assistance of a Huber technician includes labor (billed at prevailing Huber Field Service Base Rates) plus associated expenses for travel to and from the jobsite.

### **Return of New Wear or Spare Parts:**

- Any original Huber part(s) returned to Huber after a purchase order has been submitted is subject to a flat twenty percent (20%) restocking fee for each part returned.
- The customer has up to thirty (30) days to return a part from the purchase order submittal date to Huber.

**Returns will not be accepted past thirty (30) days.**

- Part(s) must be new and never installed. Any indication of wear or installation, at Huber's sole discretion, may result in the part(s) being shipped back to owner, at the owner's cost, and no credit shall be issued.

### **Exception:**

The owner may exchange, without a restocking fee, if the incorrect part(s) is delivered and/or sold to the

**Offer:** 71009846  
Date printed: 5/18/22  
Page: 6 (7)

owner by a Huber team member. Huber will ship the correct part(s) to the owner expeditiously. A refund will be issued to the owner upon Huber's receipt of the incorrect part(s).

warehouse.

The customer may return, without a restocking fee, any original Huber part(s) if said part(s) was sold as part of a complete rebuild and the Huber technician concluded the part(s) were not needed. The customer has thirty (30) days from the date the service was completed. After thirty (30) days have expired, the normal Huber restocking fee shall apply.

**Offer:** 71009846  
**Date printed:** 5/18/22  
**Page:** 7 (7)

## Warranty and Returns Policy & Instructions

### Return of Damaged / Defective Items

- In the event of a damaged or defective part, the return process can often be expedited by providing a digital image of the damage or defect (along with a clear description of the problem) in an email to the Huber Aftermarket Team ("Aftermarket Team") at the following email address: [returns@hhusa.net](mailto:returns@hhusa.net). The phone and fax numbers for Aftermarket Team are: 704.990.2045; Fax: 704.896.2830. Huber reserves the right to inspect in person even if a digital image is provided as outlined above.
- If the damage or defect **cannot be verified over the phone or via email** contact, the item may be required to be returned to Huber Technology, Inc. for inspection before a determination can be made as to the state of the product.
- The Aftermarket Team will validate the warranty claim for the defective part.
- If the Aftermarket Team determines that the part is under warranty and should be replaced, the Aftermarket Team will provide a Return Merchandise Authorization ("RMA") number and a shipping address to the Customer for the return of the defective part.
- The Customer shall ship the part to the specified address with the RMA number listed on the outside of the package.
- When the warranty part has been repaired (or replaced) by Huber, the part will be shipped to the "ship-to" address included in the RMA information provided by the Customer.

### Return shipping cost

- ONLY in the event that an incorrect part is sold to the Customer by a Huber team member, will Huber pay for shipping. The Customer will be provided with a prepaid return shipping label.
- UNDER ALL OTHER CIRCUMSTANCES, the Customer returning the part(s) is responsible for any freight costs incurred for returning the part(s).
- UNDER NO CIRCUMSTANCE will Huber reimburse (or provide credit) for return shipping costs incurred by the Customer.

### How to Request an RMA (Return Merchandise Authorization)

Contact the Huber Technology Aftermarket Sales Team and request a Return Merchandise Authorization ("RMA") number.

- Completely fill out the RMA form.
- Include the completed RMA form in the package along with the item(s) to be returned.
- Write the RMA number conspicuously on the outside of the package to ensure proper routing upon receipt by the Aftermarket Team.
- Ship the package to:

o o Huber Technology, Inc.  
Aftermarket Sales and Service  
1009 Airlie Parkway  
Denver, NC 28037  
Phone: 704.874.8237 Fax 704.896.2830 Email: [service@hhusa.net](mailto:service@hhusa.net)

# **EXHIBIT “G”**





# CITY OF MIDDLETON

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



ADMINISTRATION

## NON-AERIAL FIREWORKS APPLICATION

REV. 03/19

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

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

### I. General Information:

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

Scott Thomson (208) 284-9354  
3205 Hamilton St. Boise, NR. 83705

Name and Address of Business applicant is representing:

Outlet Fireworks LLC  
David Warner 3054 N. 3422 E. Kimberly, ID. 83341

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

Middleton Village Mall  
206 E. Main St. 83644

Applicant/Business Idaho State Sales Tax Permit number:

002568351-5

Date(s) of sale of fireworks: June 24 - July 5, 2022

### APPLICANT / BUSINESS REPRESENTATIVE

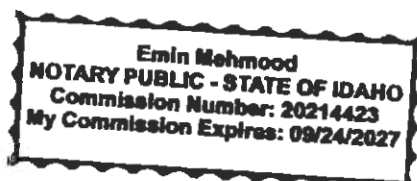
[Signature]  
Signature

Date: 4-28-2022

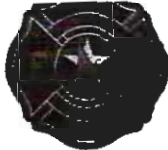
Scott Thomson-Outlet Fireworks LLC - manager  
Print name / Business Name and Representative Title

Subscribed and sworn before me this 28th day of April, 2022

(Seal)



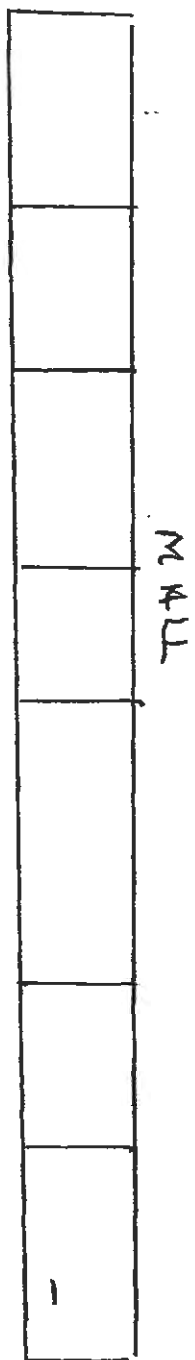
Emin Mahmood  
Notary Public for the State of Idaho  
Residing at: Boise, ID  
Commission expires: 09/24/2027



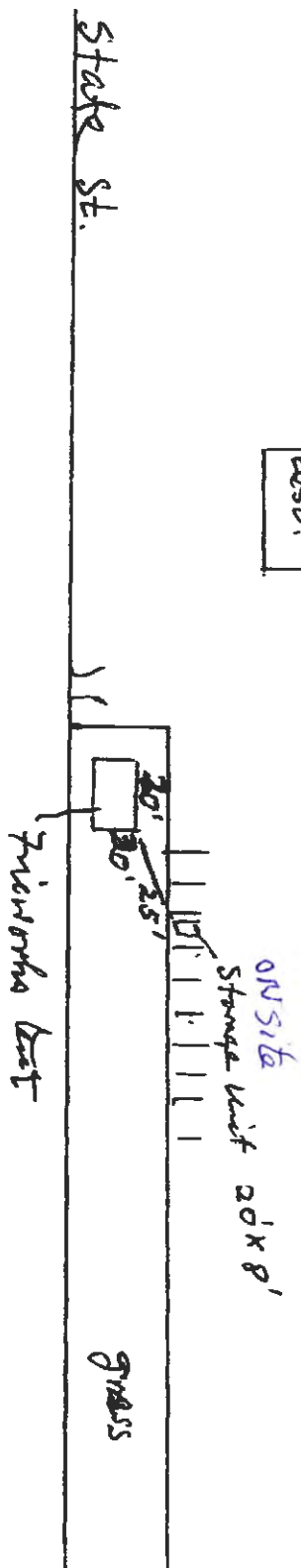
# NONAERIAL COMMON FIREWORKS SALES / STORAGE APPLICATION

Operator's Name: <u>Scott Thomson</u>		Date of Birth: <u>3/12/1949</u>
Address: <u>3205 Hamilton St</u>		City: <u>Boice</u> Zip: <u>83705</u>
Phone/Mobile: <u>(208) 284-9354</u>	Email Address: <u>nonifame@msn.com</u>	
Supplier: <u>Outlet Fireworks LLC</u>		Local Rep: <u>Scott Thomson</u>
Address:		City: Zip:
Phone/Mobile:		Email Address:
<b>LOCATION</b>		
Location: <u>Middleton Village Mall 206 E. Main St. 83644</u>		
After-hours Storage Location: <u>on site Storage Container (Steel)</u>		
<b>PERSONNEL LIST</b>		
Name: <u>Scott Thomson</u>	Age: <u>73</u>	Phone: <u>208-284-9354</u>
Name: <u>Wilma Thomson</u>	Age: <u>72</u>	Phone: <u>208-240-5743</u>
Name:	Age:	Phone:
Name:	Age:	Phone:
Name:	Age:	Phone:
<b>ADDITIONAL INFORMATION REQUIRED</b>		
<input type="checkbox"/>	Bond and Certificate: Attach the bond or valid certificate of public liability and property-causality insurance providing coverage up to One Hundred Thousand Dollars (\$100,000) for personal injury and property damage proving coverage at each location.	
<input type="checkbox"/>	Site Map: Attach a detailed site map.	
<input type="checkbox"/>	Product List: Attach a products list to ensure compliance.	
<input type="checkbox"/>	Property Utilization: Attach a written letter of consent from the owner(s) of the property where the temporary tent will be set.	
<input type="checkbox"/>	Fee: Permit/Inspection Fee \$50.00	
<b>APPLICATION ACKNOWLEDGMENT</b>		
I verify that the above information supplied is true and correct and agree to follow the rules and regulations set forth by Fire District.		
Applicant Signature: <u>[Signature]</u>		Date: <u>4-28-2022</u>
<b>FOR OFFICE USE ONLY</b>		
Application & Plans Received: (Date/ By)		Reviewed by Fire Code Official
Permit Fee \$ _____ <input type="checkbox"/> Paid Ck# _____		Authority Having Jurisdiction
Notes:		
<input type="checkbox"/> Bond or Certificate of Insurance <input type="checkbox"/> Site Map <input type="checkbox"/> List of products from supplier	<input type="checkbox"/> Property Utilization <input type="checkbox"/> Information requested verified <input type="checkbox"/> Other: _____	Meets the following: <input type="checkbox"/> Idaho Code <input type="checkbox"/> NFPA <input type="checkbox"/> County/City Code
This application form also serves as a Permit which shall be valid for twelve (12) months from the date of issuance and is nontransferable. This permit for is for the "Retail Sale of Non-Aerial Common Fireworks" herein issued shall be displayed in public view at the location listed above.		<input type="checkbox"/> Approved <input type="checkbox"/> Denied
Fire Code Official:		Permit #

meditation  
206 E. Main



SUNSET  
REST.



### License Agreement

Middleton Village Partners ("Licensor"), and Outlet Fireworks ("Licensee") hereby agree as follows:

1. Premise: Portion of the parking lot located at 206 East Main St. in Middleton, Idaho, also known as the Middleton Village Center, Lot 1.
2. Purpose: Licensor is the owner of real property described above. Licensee is seeking consent to use a portion of the property for a Fireworks Stand
3. Grant of License: Licensor hereby grants to Licensee a license to use a portion of the property consisting of an area approximately 800 square feet on Lot 1 of the property. ("Licensed Site"). Licensee may not use the Licensed Site for any other purpose.
4. Rent and Term: The term of this agreement is for the defined period, commencing June 15, 2022, and expiring July 8, 2022. Licensee shall pay Licensor a total license fee of One Thousand Four Hundred and No/100 (\$1,400.00). A deposit of \$700.00 needs paid, and the remainder due by June 1, 2022. If the gross receipts from sales exceed \$8000.00, Licensee will pay an additional 12% on anything over \$8000.00. Sales receipts to be provided to Licensor by July 8, 2022.
5. Utilities: Licensor will provide access to electricity. Licensee shall be responsible for any permit fees, trash pickup and portable restrooms, if necessary. Licensee shall return premises to the same condition in which it was delivered.
6. Licensor's Liability: Licensor will not be liable for any damages to the Licensed Site, nor for any injury or damage to any person or property arising from any cause on the Licensed Site as a result of the use of the property by Licensee, its agents, employees, suppliers, or invitees. Licensee will indemnify, defend (and pay all of Licensor's attorney's fees and costs), and hold Licensor harmless against any and all loss, liability, or expense arising out of any such injury or damage.
7. Insurance: Licensee shall procure and maintain at all times during the term of this License Agreement, commercial general liability insurance with a minimum combined single coverage of Five Hundred Thousand Dollars (\$500,000.00), naming Licensor as an additional insured thereon. Licensee shall provide Licensor with a Certificate of Insurance evidencing such coverage. Licensee shall be solely responsible for damages or loss to its furnishings, fixtures, and equipment at the Licensed Site.
8. Binding Effect and Governing Law: This License Agreement is intended to bind and benefit the parties hereto, their successors, and assigns. The laws of the State of Idaho shall govern it. The License Agreement constitutes the entire agreement of the parties with respect to the subject matter thereof.
9. Sale or Construction: This License Agreement may be cancelled by either party upon 60 days written notice in the event of sale of the property, or the

construction of a building on said property that would interfere with the sale of fireworks or be otherwise undesirable to the tenants of the new building. The maximum liability for contingency will be the return of the deposit money for any one year.

10. Additional Terms: Licensee shall meet all State, County, and City codes, requirements, or restrictions at the sole cost and expense of the Licensee. Licensee shall remove all equipment, stands, personal property and litter, if any, from the subject location no later than July 8<sup>th</sup>, 2022. This contract is void if city permits are denied. If for any reason permits are revoked during the term of this contract the license will pay a prorated share of the site rent based on the number of days they were "open for business." In the event governmental bodies prohibit the selling of fireworks on the Licensed Site, this License agreement shall be come null and void. Lessor will refund any deposits of payments for the current and future years.

Date: April \_\_, 2022

Date: April 26, 2022

Licensor:

Licensee:

Middleton Village Partners

Outlets Fireworks

P.O. Box 9325  
Boise, Idaho 83707  
Ph: 208-922-8027

Bruce Weaver  
1619 Brookfield Ct.  
Twin Falls, Idaho 83301  
Ph: 208-734-5051

By: 

By: 

As Agent: DS Property Management

Scott Thompson

**DRAYTON INSURANCE BROKERS, INC.**

2500 CENTER POINT ROAD, SUITE 301  
BIRMINGHAM, ALABAMA 35215  
PHONE: (205) 854-5806  
FAX: (205) 854-5899

POST OFFICE BOX 94067  
BIRMINGHAM, ALABAMA 35220  
EMAIL: dib@draytonins.com

**CERTIFICATE OF INSURANCE**

NO. 250118

We certify that insurance is afforded as stated below. This Certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the insurance policy and the insurance afforded is subject to all the terms, exclusions and conditions of the policy.

**INSURER** Admiral Insurance Company **POLICY NO.** CA000003209-32-1104

**NAMED INSURED** Outlet Fireworks LLC  
3054 North 3422 East  
Kimberly, ID 83341

**POLICY TERM** April 1, 2022 to April 1, 2023; Both Days 12:01 A.M. Standard Time

**COVERAGE** Commercial General Liability: ☒ Occurrence Basis ☐ Claims Made Basis

**LIMIT OF LIABILITY** \$2,000,000 each occurrence, \$3,000,000 general aggregate, \$3,000,000 products/completed operations aggregate  
The limit of liability shall not be increased by the inclusion of more than one insured or additional insured.

**INSURED OPERATIONS** The sale of consumer fireworks (1.4G) and related products at the Insured location.

It is certified that, if named below, this policy includes as Additional Insureds 1) the operator of the Insured location and/or 2) the owner of the property on which the Insured location is situated and/or 3) the licensing authority issuing a permit or license for the operation of the Insured location and/or 4) an entity for which the Named Insured is required by written contract to provide coverage.

**NAME(S) OF  
ADDITIONAL INSURED(S)** Middleton Village  
Garrett Goldberg  
Middleton Village Partners

**THE CITY OF MIDDLETON ITS OFFICIALS, OFFICERS, AGENTS & VOLUNTEERS  
WHEN ACTING IN THEIR OFFICIAL CAPACITY.**

**ADDRESS OF  
INSURED LOCATION** 206 E Main  
Middleton, ID 83644

It is certified that this policy requires a 30 day mutual notice of cancellation between the Insurer and the Named Insured. In the event of such cancellation we will endeavor to mail 10 days written notice to the Additional Insured(s), whose name and address is shown hereon, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer and/or the undersigned.

**DRAYTON INSURANCE BROKERS, INC.**

05/01/2022  
DATE OF ISSUE

  
A.J. STRINGER, PRESIDENT



# **EXHIBIT “H”**

**CITY OF MIDDLETON**  
**EMERGENCY MORATORIUM ON RESIDENTIAL DEVELOPMENT**  
**MORATORIUM NO. 22-001**

**A MORATORIUM ENACTED BY ORDINANCE OF THE MIDDLETON CITY COUNCIL ADOPTING AND DECLARING A MORATORIUM UPON THE PROCESSING OF ALL RESIDENTIAL DEVELOPMENT APPLICATIONS AND PERMITS, INCLUDING, BUT NOT LIMITED TO, ALL ANNEXATIONS, REZONES, BUILDING PERMITS, DESIGN REVIEW, PRELIMINARY PLATS, CARIANCES, CONDITIONAL USE PERMITS, PLANNED UNIT DEVELOPMENTS, AND OTHER SIMILAR APPLICATIONS; DIRECTING STAFF TO BRING FORWARD A PERMANENT SOLUTION WITHIN 182 DAYS; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND DECLARING THE SUBORDINATION OF ALL ORDINANCES, RESOLUTIONS, AND ORDERS IN CONFLICT HEREWITH.**

**RECITALS OF FACTS AND LAW**

**WHEREAS**, the City of Middleton is tasked with providing for the general welfare of the citizens of Middleton; and,

**WHEREAS**, the City of Middleton has road infrastructure that provides transportation to the citizens of Middleton and others using said infrastructure; and,

**WHEREAS**, the City of Middleton, along with the City of Star, Canyon Highway District #4, and Canyon County, intended to collect and expend impact fees jointly, as part of the Mid-Star Impact Fee program; and,

**WHEREAS**, the City of Middleton has duly adopted and begun collecting said impact fees; and,

**WHEREAS**, Canyon County has failed to adopt said impact fees and has failed to act on the same for nearly one (1) year; and,

**WHEREAS**, the impact fee study and capital improvement plan for the Mid-Star Impact Fees rely upon the collection of said fees by all participants therein; and,

**WHEREAS**, the County's failure to adopt the Mid-Star impact fees threatens the efficacy of the fees and planned capital improvements as a whole; and,

**WHEREAS**, it now being apparent that the County may not actually intend to adopt the Mid-Star impact fees; and,

**WHEREAS**, said failure jeopardizes the City of Middleton's ability to provide adequate road facilities within the City of Middleton; and,

**WHEREAS**, said failure jeopardizes the general welfare of the City of Middleton; and,

**WHEREAS**, by the adoption hereof, the City declares that the foregoing circumstance constitutes an imminent peril to the public safety and welfare of the City of Middleton and its citizens; and,

**WHEREAS**, the City is authorized, by Idaho Code 67-6523, to adopt emergency moratoriums if the City Council finds that there is an imminent peril to the public's safety and welfare; and,

**WHEREAS**, the City Council may, upon such finding, proceed without recommendation of the Planning and Zoning Commission to adopt a moratorium responding thereto; and,

**WHEREAS**, the adoption of the moratorium may be accomplished upon such abbreviated notice of hearing as the City Council deems practical; and,

**WHEREAS**, said hearing was posted to the City Council's meeting agenda on May 31, 2022, to be heard during the regularly scheduled meeting of the City Council; and,

**WHEREAS**, the City Council deems the notice provided to be appropriate; and,

**WHEREAS**, said hearing has been held; and,

**WHEREAS**, residential development presents traffic concerns and issues unique from those presented by commercial and industrial development due to mitigating that is possible on-site for commercial and industrial development; and,

**WHEREAS**, residential development presents traffic concerns and issues unique from those presented by commercial and industrial development due to the fact that residences generate entirely new vehicle trips, while commercial and industrial developments partially capture existing vehicle trips already occurring in the area.

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

**Section 1.** The foregoing recitals, being a true and accurate description of an imminent peril to the public welfare of the City of Middleton, a moratorium is hereby imposed upon the receipt, processing, and approval of all residential applications and permits, including those for annexations, rezones, building permits, design review, preliminary plats, variances, conditional use permits, planned unit developments, and other similar applications within the City of Middleton, except as provided in Section 2 of this moratorium. The moratorium shall be in place for one hundred and eighty-two (182) days following the adoption hereof.

**Section 2.** This moratorium shall not apply to any permit that has already been issued, nor shall it apply to any pending application or permit for which the applicant or owner has a vested property interest under the laws and constitution of the State of Idaho. No vested property interest shall be presumed to be held by any individual, however, any person claiming such an interest may request a review thereof by the City Attorney of the City of Middleton and may appeal any decision thereby to the City Council, which Council shall hear such appeal as soon as

reasonably possible pursuant to the hearing procedures set forth in Middleton City Code § 1-14-2, except that no public comment shall be taken.

This limitation shall not prohibit the Middleton City Council from exercising the control it is otherwise authorized to exercise over any such development.

**Section 3.** City staff are hereby directed to present a permanent solution to the problems addressed by this moratorium within ninety (90) days.

**Section 4.** This moratorium shall be in full force and effect immediately upon the date of its passage.

**Section 5.** This moratorium is hereby declared to be severable. If any portion hereof is declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall be read to carry out the purposes of this moratorium before the declaration of partial invalidity.

**Section 6.** If a conflict exists between this moratorium and any other ordinance, resolution, or order of the City of Middleton, this moratorium shall control until its expiration or termination by City Council.

**PASSED BY THE COUNCIL** of the City of Middleton, Idaho this 1<sup>st</sup> day of June, 2022.

**APPROVED BY THE MAYOR** of the City of Middleton, Idaho this 1<sup>st</sup> day of June, 2022.

APPROVED

---

STEVE RULE, Mayor

ATTEST

---

City Clerk, or Deputy

---

**MIDDLETON CITY COUNCIL  
SPECIAL MEETING  
JUNE 1, 2022**

The Middleton City Council special meeting on June 1, 2022, was called-to-order at 5:01 p.m. by Mayor Steven Rule.

**Roll Call:** Council President Kiser, Council Members Huggins, Murray, and O'Meara were present. City Attorney Douglas Waterman, and City Administrator Becky Crofts were present.

**Action Items**

**A. Approve Agenda**

**Motion:** Motion by Council President Kiser to approve the agenda as posted May 31, 2022, at 11:50 a.m. Motion seconded by Council Member O'Meara and approved unanimously by roll call vote.

**Action Items:**

1. Enter Executive Session pursuant to Idaho Code 74-206(1)(d) to consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code.

Mayor called the agenda item and Council entered executive session at 5:03 p.m.

Mayor brought the Council out of executive session and back on the record at 5:24 p.m. Mayor Rule stated that there was considerable discussion amongst the Council but that there were no votes taken or decisions made.

**Adjourn:** Mayor adjourned the special city council meeting at 5:25 PM.

ATTEST:

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

\_\_\_\_\_  
Dawn Goodwin, Deputy Clerk  
Minutes Approved: June 15, 2022



## **AGREEMENT FOR WASTEWATER OPERATIONS SERVICES**

### **THIS AGREEMENT FOR WASTEWATER OPERATIONS SERVICES**

(Agreement) is made, entered into, and effective on the 1<sup>st</sup> day of June, 2022, by and between OMCS, L.L.C., an Idaho limited liability company (Operations Contractor), and the City of Middleton, an Idaho Municipality (Owner, and City).

### **RECITALS**

- A. Owner owns and operates a wastewater treatment plant and related facilities (Wastewater Facilities).
- B. The Operations Contractor provides services for the management and operations of wastewater treatment plants and related facilities.
- C. Owner desires to engage the Operations Contractor to provide services as set forth in this Agreement, and the Operations Contractor desires to provide such services for the consideration set forth in this Agreement.
- D. The Owner and Operations Contractor acknowledge that the hours devoted to system operation and maintenance will vary month by month over the year with more effort required during start up and the first months of system operation and less effort required as the City staff gains experience and the system reaches operation equilibrium.

### **AGREEMENT**

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

1. **Independent Contractor.** The Operations Contractor is an independent contractor determining its own time, place and manner of performing its services. Neither the Operations Contractor, nor its employees or agents, are City employees. Operations Contractor shall maintain its own workers compensation insurance as required by law.
2. **Scope of Services.** The Operations Contractor shall lead and provide operation and maintenance services to Owner for the Owner's Wastewater Facilities. In connection with the foregoing, the Operations Contractor shall perform or provide the following.



A. Licensing. Maintain professional certifications necessary for the Wastewater Facility to comply with local, state, and federal requirements; and be the responsible licensed operator(s) the City registers with the Idaho Department of Environmental Quality and any other necessary regulators. This scope of services specifically excludes signing DMR reports, which the City shall do.

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

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

- i. Wastewater Facilities operations, maintenance, and reuse land application, within the Wastewater Facilities' limitations, so that effluent discharged and waste materials disposed by the Wastewater Facilities meet the requirements of the City's existing expired, and next anticipated, National Pollutant Discharge Elimination System (NPDES) permit(s) and of the Idaho Department of Environmental Quality's Compliance Order to the City.

- ii. Notifying the Owner in writing of any hazards, non-compliance, safety, operations and other issues they observe that need corrected in a timely manner.

- iii. Transferring OMSC, L.L.C. employee and agent knowledge to City employees through assisting, mentoring, and training City's employees or agents in operation of the Owner's Wastewater Facilities;

- iv. Familiarization with the Wastewater Facilities during construction;

- v. Reviewing, commenting on, and implementing start-up procedures;

- vi. Generating and developing reports and plans;

- (a) Discharge Monitoring Report (DMR) Template;

- (b) Sampling and Monitoring Plan;

- (c) General Maintenance Plan;

(d) Standard Operating Procedures as follows:

Influent Flow Monitoring  
Screen  
Lift Station  
Equalization Basin  
Sequential Batch Reactor  
Sludge Storage and Management  
Utility Water Pump Station  
Chemical Feed Facilities  
UV Disinfection System

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

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

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

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

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

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

C. Owner shall:

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

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

Owner: City of Middleton/Mayor Steve Rule

Operations Contractor: OMCS LLC

5. **Payment for Services.**

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

i. Monthly Base Fee: \$3,000.00 / month

ii. Fee for Routine Services: \$65.00/hr.

iii. Fee for Additional Services: \$65/hr.

iv. Fee for Emergency Services: \$97.50/hr

v. On-Call Services: \$65.00/day on-call

vi. Materials and Job Supplies: Generally, Owner will supply equipment materials, and job supplies. Operations Contractor may invoice Owner 10% over cost for materials and job supplies provided by Operations Contractor if agreed to by Owner.

vii. Laboratory and Analysis: Generally, Owner will laboratory and analysis. Operations Contractor may invoice Owner 10% over cost for laboratory and analysis provided by Operations Contractor if agreed to by Owner.

B. Not to exceed unless otherwise notified in writing by owner:

i. Weekly Process Oversight and Monthly Base Fee:

a) Base Fee: \$3000.00/month June 2022 to September 2023 16 months  
x \$3000/month = \$48,000

b) Process Oversight: 65/hr. x 4hrs./week x 78.214/16 months =  
\$20,335

ii. On-call Coverage, Emergency Response, and Other Operational Assistance:

a) 10hr/month x 16 months x \$65/hr. = \$10,400

b) Emergency Response Hours will be billed at 97.50 with a 2-hour minimum.

iii. Technical WWTP Project Review:

a) \$65/hr. x 20 hrs./review x 4 reviews (Headworks Bid Package, WWTP Basis of Design Memo, WWTP 30% Design, WWTP 60% Design) =  
\$5,200

C. Invoicing. Operations Contractor shall invoice the Owner once each month, and the Owner shall pay each invoice within two weeks of receipt of the invoice, unless an invoice is protested. Invoices shall contain the operator performing services being invoiced for, category of service, the dates and amount of time for services, and a brief description of services performed. The "Category of service" means Routine Services (in-contract-scope), Additional Services (out-of-contract scope), or Emergency Services ( out-of-contract scope).

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

E. Late Payment Penalty. If payment is not received within the two week period after invoicing, a compounding 20% penalty may at Operation Contractor's discretion be assessed to the totality of the invoice every week that payment is not received.

**6. Duration and Termination.** This agreement shall be for a term of 16 months from the effective date (June 1, 2022) of this Agreement. The parties may terminate this Agreement by executing an agreement containing the terms of termination.

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

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

**9. General Provisions.**

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

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

If to Operations Contractor:

Attn: --Jay Irby-----  
OMCS, L.L.C.  
2976 E State St  
Ste 120 Pmb 405  
Eagle, ID 83616  
Phone: 208-989-4753

Email: jayirby.omcs@gmail.com

If to Owner:

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

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

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

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

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

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

I. Controlling Law. This contract shall be governed by the law of the State of Idaho with venue in the Third Judicial District Court of the State of Idaho in Canyon County, Idaho, and the parties consent to that court's personal jurisdiction.

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

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

By: Jay Irby

Its:

**CITY OF MIDDLETON**

By: Mayor Steve Rule

Its:





# CITY OF MIDDLETON

## Wastewater Treatment Plant Upgrades

### SCOPE OF SERVICES



City of  
*Middleton*



## City of Middleton Wastewater Treatment Plant Upgrades

---

Over the last year, T-O Engineers has worked closely with the City of Middleton to develop a Facility Plan Addendum and define a path for the wastewater treatment plant (WWTP) upgrades to support the continued growth of your community. T-O Engineers is pleased to have the opportunity to present this scope of work and fee estimate to the City of Middleton for design of the WWTP Upgrades.

### Background

The City of Middleton operates a municipal wastewater treatment facility that discharges treated effluent to the Boise River via the Mill Slough. The facility consists of a headworks (two screening units and a lift station), grit removal, two sequencing batch reactors (SBR), post-equalization basin, ultraviolet (UV) disinfection and a sludge pond for accumulated solids. The City has an existing wastewater facility plan prepared in 2019 and an addendum to the facility plan recently completed by T-O Engineers in 2022. The facility plan addendum will serve as the planning basis for design. The addendum selected a derivative of activated sludge as the preferred method of biological treatment which will be used in design. The City has elected to locate the new activated sludge basins in pond #1. The existing SBR basins will be modified to another treatment process (e.g., clarifier or equalization tank). It is understood that the City will be involved in the design process, providing feedback and input throughout. All improvements will be designed to accommodate the 2040 flow and population projections provided by the City and contained in the approved facility plan addendum.

The regulatory requirements for the treated wastewater, effluent, are established in the City of Middleton Wastewater National Pollutant Discharge Elimination System (NPDES) Permit No. ID-002183-1. This permit expired on November 2, 2004. The Environmental Protection Agency administratively continued the permit allowing continued discharge to the Boise River. The City continued to work with the EPA and subsequently the Idaho Department of Environmental Quality (IDEQ), which was granted primacy in July 2018, to prepare for issuance of a new discharge permit. It is unknown when IDEQ will issue the new permit. Prior to proceeding with design, the City and T-O Engineers will work with IDEQ to discuss future discharge regulatory requirements.

*The following list describes the WWTP Upgrades (Project) to be designed under this scope of work.*

- A. Activated Sludge Biological Treatment Basins.** Biological process basin will be located inside of the Pond #1 footprint. Existing design criteria contained in the Facility Plan Addendum including population projections, flows, loadings, and planning permit requirements will be used as the basis for activated sludge design. Major design components of the activated sludge biological process include the following:
- *Process Basins: New concrete process basins will be designed to accommodate the max month influent flow of 3.48 MGD. Variations of the activated sludge process, including step feed, A2O and Bardenpho were reviewed in the masterplan addendum. The City will provide input on the desired treatment technology which is to be designed. Up to three combinations of the activated sludge process will be*

*evaluated.*

- Intermediate Transfer Pump Station: *A pump station may be required to transfer process basin effluent to the secondary clarifier(s)*
- Effluent Pump Station: *A new effluent pump station may be required to transport secondary clarifier effluent to the UV disinfection system.*
- Waste Activated Sludge (WAS) / Return Activated Sludge (RAS) Pump Station: *A new WAS/RAS pumping station will be required. It will include WAS transfer piping to sludge storage tank and RAS transfer piping back to process basins. The pumping station is assumed to be located in a small building near the secondary clarifiers.*
- Secondary Clarifiers: *Two (2) secondary clarifiers will be required to meet design requirements. Clarifier is assumed to be a concrete structure with fiberglass reinforced plastic (FRP) launder covers. A flow split mechanism will be required to equalize loading rates for the clarifiers. The secondary clarifiers are anticipated to be located in Pond #1.*

- B. Blower & Dewatering Building.** A new combined blower/dewatering building will be designed as a masonry structure. The building will be a single-story structure of approximately 3,500 square feet. Included in the floor plan will be a dedicated blower room, MCC/Electrical room, domestic water heater room, bathroom with shower, office, and dewatering room. The blower room will accommodate approximately two (2) duty blowers, one (1) standby and up to three (3) additional future blowers. No laboratory facilities will be included in the new building. The dewatering room is planned to be electrically unclassified per National Fire Protection Association Manual 820 due to adequate air exchange capacity. Fire suppression systems will be excluded; however, fire alarm systems will be provided. The preliminary building floor plan provided to the City May 6, 2021, will be used as the basis for the building layout.
- C. Blower Design.** The existing three (3) blowers are reaching the end of their useful life and will not be reused as part of this Project. Evaluation of blower types will be performed during Preliminary Engineering Report (PER) development; it is assumed the City will provide input on the desired features of the new blowers (e.g., efficiency, noise level). The design will include three (3) blowers and air transfer piping to the process basins.
- D. Dewatering Design.** Two (2) Huber screw presses will be designed and located in the new blower/dewatering building. Each press will accommodate the 20-year planning projection for waste sludge production. The sludge dewatering system will include two screw presses, cake screw conveyors and an outdoor roll off bin area with canopy. Equipment includes dewatering units, chemical storage area, chemical feed, associated sludge feed pumps and transfer systems, instrumentation, and conveyor/loadout area. Polymer is assumed to be neat fed from a bulk polymer tote to metering chemical pumps. Filtrate piping back to the plant headworks will be evaluated for gravity conveyance. If gravity piping is infeasible, filtrate, sanitary waste fixtures and floor drains will collect into a combined sump within the building before being pumped to the plant headworks. The sump will be a concrete or fiberglass structure with two submersible pumps, lifting chains, valves, and piping.
- E. Headworks Upgrades.** The existing headworks building includes the influent wet well with two vertical screens, lift station wet well with three (3) submersible pumps, a composite sampler, and a discharge force main. The City plans to do a maintenance project on the

headworks in the summer of 2022. The maintenance project will repair and apply a corrosion resistant coating to the concrete influent wet well, perform maintenance on the two vertical screens and install a fourth pump in the lift station wet well. New screening equipment will need to be located in a building to protect from the elements, prevent freezing and reduce corrosion. It is understood that the existing building should not be expanded, and a new headworks building is desired. The new building will consolidate the existing screens, new screens, influent lift station, generator, and the reuse pilot pump station. The building will be a single-story masonry structure. The following upgrades to the screens and influent pump station will be performed.

- Influent Screening: *New screening configuration will be needed to meet future hydraulic requirements. Estimated peak flows will exceed the existing system capacity around 2030. This will require an expansion of the existing headworks building. The following assumptions were made in relation to the new screen design:*
  - *The existing screens will continue to be used. New screens will supplement the existing screenings capacity.*
  - *All new and existing screens will be contained in a new building*
  - *The building will be an approximate 2,500 square foot masonry structure*
  - *The new building will include a heating and cooling system with six (6) air changes per hour to comply with NFPA standards as required.*
  - *A new influent split will be designed between the existing screens and the new screens.*
  - *Assuming the existing influent wet well rehabilitation work is completed in 2022, this concrete structure will to be reused in the new headworks facility design.*
- Influent Pump Station: *Evaluate for use with the new activated sludge process basins. It is anticipated that new, larger capacity pumps will be required, including a new force main. The existing wet well to be reused.*

- F. Waste Sludge Storage Tank.** An epoxy coated, bolted steel, above grade, steel storage tank will be designed for approximately 2-3 days of waste sludge storage, based on 2040 planning criteria. Desired sizing to be confirmed by the City. The tank will include, jet mix, coarse bubble (large bubble) aeration mixing or mechanical mixing devices. Design includes associated tank instrumentation, sludge transfer pumps and yard piping to blower/dewatering building. The tank foundation design will be provided by the tank manufacturer in their bid.
- G. SBR Basin Modification.** The SBR basins will be modified to a new treatment process such as an equalization tank, settling basin or post-aeration. Primary settling is identified as a need in the Facility Plan Addendum and will be detailed in the PER. It is assumed the City will provide input on the desired treatment goals in retrofitting the SBR basins.
- H. Equalization Tank.** An epoxy-coated, above grade, bolted steel equalization tank. The tank will accommodate approximately one day's worth of hydraulic storage. The tank will be equipped with a mixing system. Design includes associated tank instrumentation, EQ transfer pumps and yard piping to downstream processes. The tank foundation design will be provided by the tank manufacturer in their bid. It is assumed equalization transfer pumps will be located in a small building adjacent to the equalization tank, or inside the



proposed blower/dewatering building. Scope item will be excluded if it is desired to retrofit the SBR basin(s) into an equalization tank.

- I. **Pond #1 Closure Plan.** Decommissioning of Pond #1 prior to starting construction on WWTP improvements is feasible and beneficial to the Project schedule. This work may be performed under a separate contract prior to the completion of WWTP Upgrades design. The closure plan will be developed, approval by DEQ is required prior to alteration of the Pond #1. The written closure plan will be in accordance with IDAPA 58.01.16.493 and include, site characterization, sampling procedures, biosolids disposal, and any cleanup tasks that may be required. The City will coordinate biosolids disposal and perform any sampling or remediation activities required per the approved site closure plan. Once decommissioned a final soils testing and completion report will be submitted to IDEQ.
- J. **Sludge Pond Closure Plan.** Decommissioning of Sludge Pond needs to occur after the WWTP improvements construction activities achieve substantial completion and City has taken over operation of the new treatment system. The sludge pond closure may be performed under a separate contract after completion of WWTP improvements. The decommissioning process for the waste sludge pond will commence after sludge has been removed, the pond has been dewatered and any remaining biosolids have been allowed to dry. Removal of liquid sludge from the sludge pond is assumed to be by an independent contractor who will contract with the City directly. The contractor should be responsible for removal and disposal of sludge, including procurement of all required disposal permits. The closure plan and IDEQ approval process will be the same as with Pond #1, as stated above in Section I.
- K. **Treated Effluent Reuse System.** A reuse pump station and wetwell will be designed to deliver non-potable water to a storage pond located at the WWTP. Design will include a connection point for the adjacent City farm for land application. The reuse pump station will also deliver treated effluent for the WWTP operational use, reducing demand on the City's potable water system. The WWTP reuse system will include hose bibs at major equipment locations such as the headworks, equalization, biological basins and existing SBR basins. Reuse water will be used for wash water at the dewatering press and the influent headworks screens. CONSULTANT assumes that the existing Post Equalization Pond or Sludge Pond will be used for storage of reuse water.
- L. **Grit System.** Expansion of the grit system will be needed to meet future hydraulic capacity. Estimated peak flows will exceed the existing system capacity around 2030. It's our understanding that the existing Westech grit separator near the SBR basins should be moved near the facility headworks. The current location does not have room for expansion and limits the potential modifications to the SBR.
  - The existing Westech vortex grit separator will continue to be used. A newly supplied vortex grit system will work in parallel with the existing Westech system.
  - The new grit system will be located in a new building adjacent to or included in the new headworks building.
  - The grit room will be approximately 30x30 feet
- M. **UV Disinfection System.** New UV System will be added. The influent flow is estimated to exceed system capacity around 2030. The UV system expansion will be an opportunity to address operational concerns related to UV dosing rate and algae growth. The following

assumptions were made for the new UV system:

- New UV's will be open channel type to match existing
- N. Vac Truck Station.** A vacuum truck waste disposal and collection station is needed. This will be used for collection of street sweepings, composting brush, or vac-truck truck excavation. A station will consist of a covered concrete unloading pad, drainage collection and conveyance and new gravel road for access. A canopy covering the concrete pad is excluded.
- O. Site Improvements.** Utility services (e.g., water, sewer, power), stormwater drainage, site grading and site access will be needed for the new and/or expanded facilities. The existing Office/Laboratory building sewer service relocation may be necessary to accommodate the WWTP improvements. New gravel roads will be needed to access the process basin and secondary clarifiers. Storm drainage to be retained on-site through new swales or discharge to existing stormwater infrastructure. Paved roads, curb/gutter and landscaping are not included in this Project.
- P. SCADA System for the Wastewater Treatment Facility.** Full controls engineering and integration of new SCADA system is needed. All equipment MCC panel design and local control panel design is assumed to be provided by process equipment supplier. Controls integration for new and existing equipment will be provided during the construction phase (see Attachment A – Control Engineers).
- Q. Tertiary Phosphorus Treatment.** Two alternatives for future phosphorus treatment will be evaluated. The most viable alternative to meet future treatment goals will be selected in the PER. City goals include filtration of effluent to meet Class A or Class B Recycled Water Rules (IDAPA 58.01.17). The evaluation will include modeling efforts for:
  - Alternative 1 - enhanced biological phosphorus removal (EBPR) with chemical trim
    - Primary fermentation will be evaluated in conjunction with the EBPR process to support biological phosphorus removal
    - Filtration system meeting Class A and B Recycled Water Rules
  - Alternative 2 - chemical precipitation and filtration only

The Initial wastewater testing data has indicated a required precursor (readily available substrate) for cultivation of biological phosphorus accumulating organisms is not present in Middleton's wastewater. CONSULTANT will evaluate a primary fermenter in conjunction with EBPR to ensure biological removal is successful. A chemical trim will likely be required in addition to EBPR to meet total phosphorus effluent concentrations less than 0.5 mg/L. CONSULTANT will also evaluate chemical phosphorus removal and filtration in lieu of the EBPR process. A preliminary cost estimate for both phosphorus treatment options will be included in the PER to aid in the selection process. It is understood the City's ongoing phosphorus reuse efforts involving land application will be used during the summer months.

*The following items are future upgrades to the WWTP that can be completed after 2030, before 2040. The work has been identified in the facility planning effort. The work will be completed under a future scope of work. Items R thru V are NOT in this Project scope of work.*

- R. Effluent Outfall.** The existing 15-inch gravity pipe will be replaced with a new gravity pipe.



Estimated peak flows will exceed the existing system capacity around 2034. The new pipe will increase the effluent outfall capacity to accommodate the 2040 planning horizon flows.

- S. **Wastewater Office Building.** The existing office building at the WWTP consists of the operator control room, laboratory, blowers room, bathroom, and limited storage space. The blowers will no longer be in operation after completion of the Project. This building will need to be evaluated for future expansion and operational uses to align with the City's future permit requirements and staffing levels.
- T. **Main Site Access.** The WWTP main access is via a wooden bridge over Willow Creek. For the Project, the bridge will be insufficient for construction access. Structural inspection of the bridge and abutments should be performed annually. The bridge should be evaluated for long-term use and truck traffic (e.g., Vac Truck). The City farm access road, east of the WWTP, will be utilized.
- U. **Digester(s) and Solids Management.** Anaerobic digesters improve the efficiency of managing solids removed during the treatment process. Digestors create new opportunities for biogas recovery and beneficial use of solids for agriculture. The current disposal of solids at the county landfill is adequate for the near term. Future plant expansions should evaluate the costs and benefits of this addition (e.g., digesters, biogas, odor, sludge hauling and drying, landfill costs).
- V. **Cooling Facility.** IDEQ requirements for the Boise River are likely to include temperature limits. The next discharge permit for the WWTP is anticipated to include a compliance schedule (10 to 15 years) that allows the City time to plan, fund, and design this improvement in future projects. Treating effluent to meet Class A or Class B Recycled Water should also be considered. IDEQ Recycled Water Rules allow for recycled water to be utilized for irrigation and other non-potable uses in the community, an alternative to cooling the effluent and discharging to the Boise River.

*The following summarizes the professional services and associated fee T-O Engineers proposes to accomplish the Project.*

## **DESIGN SERVICES**

The scope of work for Design Services includes items A through P, described above.

T-O Engineers will act as the primary engineering consultant on the project, responsible for organizing subconsultants and being the main point of contact for the City. The design team will be managed by Kasey Ketterling, T-O Engineers, and include following disciplines:

- T-O Engineers will provide the wastewater process & mechanical, civil, and structural design.
- Control Engineers will provide electrical engineering and instrumentation, controls, and Supervisory Control & Data Acquisition (Attachment A).
- Musgrove Engineering will provide HVAC and mechanical plumbing design (Attachment B).
- Geotek Inc. will provide geotechnical engineering and subsurface investigation (Attachment C).

- BRS will provide the architectural for new blower/dewatering building (Attachment D).

## **1. Project Management \$36,000**

T-O Engineers (CONSULTANT) will provide overall project administration during the length of the project. This includes progress development meetings at regularly scheduled intervals. Meeting discussion topics may include summary updates, project progress, agency coordination status, and budget update. It is anticipated that 5 (five) progress meetings and 4 (four) updates to the City council will take place over the design phase of the project. CONSULTANT will provide monthly progress report(s), detailing expenditures per task to date, percent of budget spent and percent complete. Monthly progress report(s) will be submitted with monthly invoices. It is anticipated that this project will begin construction in mid-2025.

## **2. Agency Permitting and Coordination \$20,000**

CONSULTANT will coordinate with City and local building review authorities to submit the required applications, drawings, and reports to obtain construction permits for the new dewatering building and equipment. Submittal will consist of 90% permit level drawings to review agencies for required building permits and approvals. WWTP civil design drawings will be coordinated with existing drainage and management systems. All fees required for construction, building, and grading permits are to be paid by City. Eight (8) coordination meetings with DEQ have been included in the scope.

Anticipated Permits and Regulatory Approvals include:

- Approval of Preliminary Engineering Report (IDEQ)
- Approval of Final Design (IDEQ)
- Approval of Environmental Document (required for use of Federal or State funds)
- Floodplain Development permit (City of Middleton)
- Building Plan Approval (City of Middleton). *Building Permit to be procured by contractor.*
- Pond #1 Closure Plan (IDEQ)
- Sludge Pond Closure Plan (IDEQ)

## **3. Project Funding Assistance \$5,000\***

\*This task will be billed on a time and material basis.

CONSULTANT will assist the City in reviewing and procuring potential funding sources which may include USDA Rural Development, IDEQ State Revolving Loans, Army Corp of Engineers, or Idaho Power energy efficiency incentives. Assistance may include preparation of funding applications, development of design reports to satisfy application pre-requisites, coordination with funding agencies or analysis of existing system capacity. Work under this task may not begin until the CONSULTANT receives written authorization from the City. An initial \$5,000 allowance for funding research has been included in this scope. If additional funding assistance is necessary, a separate scope and fee will be developed for the City.

## **4. Preliminary Engineering Report \$415,000**

The PER will be developed to meet the requirements of IDEQ Facility and Design Standards for

Municipal Wastewater Treatment Or Disposal Facilities (IDAPA 58.01.16 Section 411), including evaluating base flood elevations for the 500-yr flood event. Building locations and finish floor elevations will be governed by the IDAPA and City of Middleton Flood Plain Zoning Ordinance. Final design of flood control measures are not part of this scope (e.g. floodwalls, embankments).

This stage of the Project will provide direction to the City on the estimated nutrient removal performance including biological phosphorus removal and total nitrogen removal. This will influence the overall activated sludge design and tertiary phosphorus treatment. All process sizing to be based on the City selected variation of the activated sludge process and tertiary phosphorus treatment. Consultant will develop a site layout map for the planned upgrades and future digester and cooling tower/chillers. Design of the solids management (e.g., digester) and temperature (e.g., cooling tower) is not part of this scope of work.

CONSULTANT will develop a hydraulic profile for the plant improvements to confirm the hydraulic capacity and number of pumping stations needed for the Project.

CONSULTANT will prepare a preliminary engineering report (PER) for new wastewater improvements. The PER will detail and finalize process design for the activated sludge system. The PER will comply with IDAPA state wastewater code 58.01.16. CONSULTANT will use the existing draft dewatering PER for the sludge handling section. CONSULTANT will further develop process sizing that was completed in the facility plan addendum. This will include estimated equipment sizing and operational requirements for the system.

The process model will be developed for two load scenarios (current conditions and 2040 conditions) and two flow scenarios (winter and summer), indicating future equipment requirements. The model will be calibrated based on flow and constituent concentration data provided by the City. These results will be summarized and discussed within the PER, presenting the preliminary design and associated information.

The existing approved wastewater treatment facility plan addendum will be used as a basis for the assumptions within the report. A preliminary cost estimate will be prepared at the PER stage for City review.

The City will have an opportunity to review the PER once before submission to IDEQ. CONSULTANT will submit the PER to IDEQ and respond to comments from IDEQ to allow approval on the document. Additional changes to the process design basis after the PER has been approved may incur additional fees not included in the overall lump sum pricing.

## **5. Preliminary Design**

**\$690,000**

CONSULTANT will complete a limited site survey to supplement the partial topographic survey that was performed in 2020. This work survey will include locations of existing infrastructure, Pond #1 area and establish survey control from the Project. Geotechnical evaluation of soils at the assumed structure locations will be completed. Consultant will develop a 30% draft set of plans for review by the City. Plan set will be prepared, including preliminary site plan, process flow diagram (PFD),

process and instrumentation diagrams (P&IDs), and equipment information (including equipment lists and instrument schedules). The site plan will include the proposed structures, proposed equipment, one-line piping diagrams, and pipe and valve schedules. An onsite review of the plans and walk-through of proposed improvements by the Project Manager and Lead Design Engineer is included in the budget.

Site layout to be finalized after incorporation of City comments and feedback at the 30% design review meeting. Major adjustments to the site layout and the scope of equipment supply after the 30% design stage will be subject to additional T&M fees at hourly rates not included in the lump sum price.

## **6. Final Design**

**\$1,750,000**

CONSULTANT will develop a biddable plan set with technical specifications, bid documents and a detailed cost estimate. Plan set and technical specifications to include all necessary civil, structural, electrical, mechanical and control design to support the Project. Development of the plans will include a 60% and 90% review with the City. Both the 60% and 90% reviews will include a site walk-through the proposed improvements. Configuration of all major project structures and equipment will be finalized during the 60% review. Any relocations or reconfigurations inspired by City will be subject to additional fees after the 60% design review period. Plans will be presented to IDEQ at the 90% design stage for review and any necessary revisions will be incorporated to allow for final approval.

Draft technical specifications will be prepared during this design stage. The draft technical specifications and final cost estimate will be provided for City review after incorporation of 90% review comments.

Biddable plans and technical specifications, including EJCDC agreement/contract terms, will be configured into three (3) bid packages (Pond #1 Closure, WWTP Upgrades, Sludge Pond Closure).

## **7. Environmental**

**\$13,000**

Federal and State funding will likely require compliance with the National Environmental Policy Act (NEPA) and other environmental and cultural resource laws. Environment work required for a project to be eligible for funding depends on the agency. If the City is awarded Federal or State funding, CONSULTANT will work with the City and funding agency to establish requirements for environmental clearances. CONSULTANT level of effort is based on performing environmental analysis and development of the environmental document to obtain a Categorical Exclusion for funding through USDA-Rural Development Grant & Loan Program.

## **8. Control Narrative**

**\$45,000**

CONSULTANT will provide a written controls narrative memo to the electrical controls integrator which details how the system will operate. The control plan will list the various instruments, alarms and control strategies for the facility. The memo is intended to expedite controls programming at the facility and provide operators with a written sequence of equipment operations. Control narrative limited to improvements necessary for the Project.

## 9. Bid Administration Assistance

**\$80,000**

CONSULTANT will assist the City in issuing the bid package, preparing a bid notice, and coordinating with local contractors to allow for competitive bidding. This scope item includes preparation of any bid addendums required and a pre-bid meeting at City Hall. CONSULTANT will evaluate responsive, complete bidders and prepare a bid tally summary for the City. It is anticipated that one meeting will be held at City Hall to review bids received. CONSULTANT will prepare recommendation for award letter. The City will post notification of the selected bid.

## 10. Owner Contingency

**\$250,000\***

\*This task will be billed on a time and material basis.

CONSULTANT will provide additional services that are determined to be urgent and necessary to progression and development of the Project. Request for additional services will be initiated by the City. CONSULTANT will prepare an additional services authorization for the City's review and approval. The additional services authorization will detail the objective, assumptions, and associated fees. Work under this task may not begin until the CONSULTANT receives written authorization from the City. An allowance of \$250,000 has been included in this scope.

### **Lump Sum Fees and Expenses Total \$3,304,000**

\*These tasks will be billed on a time and material basis.

<b><u>Design Services:</u></b>	<b><u>Lump Sum Fees</u></b>
Task 1: Project Management	\$36,000
Task 2: Agency Permitting and Coordination	\$20,000
Task 3: Project Funding Assistance	\$5,000*
Task 4: Preliminary Engineering Report	\$415,000
Task 5: Preliminary Design	\$690,000
Task 6: Final Design	\$1,750,000
Task 7: Environmental	\$13,000
Task 8: Control Narrative	\$45,000
Task 9: Bid Administration Assistance	\$80,000
Task 10: OWNER Contingency	\$250,000*

## **CONSTRUCTION SERVICES**

*The budget for construction services scope items 10 through 12 will be established in a separate construction scope and contract after completion of design services. The fee for construction services will be based on City selected bid package improvements which have been sized and defined in the preliminary engineering report.*

## 11. Construction Services

CONSULTANT will provide construction administration services for the selected improvements. CONSULTANT will provide submittal review for new equipment and all major design disciplines.

CONSULTANT will provide support for RFI's and contractor questions during construction progress calls. Resident project representative services with an on-site employee during the length of construction is excluded from this scope. CONSULTANT will observe construction activities as needed and/or requested by City for conformance with the construction contract documents. These activities may include but are not limited to: Construction Diaries, Materials Review, Testing Procedure, Workmanship Observation, Submittal Review, Schedule Tracking, Change Order Negotiation, Erosion and Sediment Control Compliance and Punch List.

## **12. Operations and Maintenance Manual**

CONSULTANT will prepare a new O&M manual for all newly installed major equipment. The O&M manual will be pursuant to Idaho state code 58.01.16. The manual will be delivered to Idaho DEQ for approval and comment. The O&M manual will encompass newly installed major equipment and updated SBR basin operation. The City will provide existing equipment such as screens or UV vessels for compiling into the O&M.

## **13. Record Drawing Development**

CONSULTANT will prepare record drawings for newly installed equipment. Construction "red-lines", mark-ups, and other changes to the construction drawings will be provided by contractor.

## **PROJECT MILESTONES & DELIVERABLES**

The following review milestones will be incorporated for City review and discussion. Each milestone includes one on-site meeting with the City to discuss design progress and provide an opportunity for the design team to provide feedback. Recommendations provided from these reviews will be incorporated into the subsequent submittal. Final deliverable for design will be contract documents, construction plan set and specifications to be used in a public bid.

Four total review sessions will be held between T-O and City staff. T-O will issue drawings for comment and will receive markups within 7 business days. Review sessions will be held at the following milestones.

<u>Review Meeting</u>	<u>Deliverable</u>
PER City Review	Draft PER, Cost Estimate
-----	Final PER (IDEQ Approved)
30% City Review	30% Design Package
60% City Review	60% Design Package
90% City Review	90% Design Package
-----	Bid Package #1 - Pond #1 Closure
-----	Bid Package #2 - WWTP Upgrades
-----	Bid Package #3 - Sludge Pond Closure

Target dates for milestones are based on the April 20<sup>th</sup>, 2022 WWTP design planning meeting between the CONSULTANT and City. It is assumed that the Design Services will start on June 17,

2022 and be completed by December 31, 2023, excluding the Sludge Pond final report to IDEQ.

Date	Milestone
June 17, 2022	NTP for Design
December 15, 2022	PER Review Session
January 6, 2023	PER to IDEQ
February 30, 2023	30% Review Session
June 31, 2023	Bid Package #1 Pond Closure
August 31, 2023	60% Review Session
November 31, 2023	90% Review Session & IDEQ Submittal
December 1, 2023	Pond #1 Closure Completed
December 30, 2023	Bid Package #2 - WWTP Upgrades Bid Package #3 - Sludge Pond Closure
Spring of 2024	Award Contract for Bid Package #1 - WWTP Upgrades



## EXCLUSIONS/CLARIFICATIONS

### **General**

- Permitting fees to be paid by City.
- Bid advertisement fees to be paid by City.
- Any professional/legal representation excluded.
- Items specifically stated in subconsultant scope of work (See Attachments A, B, C and D).
- Project will be contained within City property. Additional easements and/or property acquisition are not included within this scope.
- Feasibility and design to mitigate future temperature limits is excluded.
- Landscape planning or design is excluded. Any landscaping affected by construction will be restored to its previous conditions by contractor.
- Documents will be prepared to achieve IDEQ approval for construction. Additional operational plans, such as quality assurance project plans (QAPP), plan of operations (PO) or additional compliance reports prescribed by IDEQ are excluded. These reports may be added in future scope and contract.
- Coordination with reviewing agencies on IPDES permit modifications are excluded.
- Adjustments to the approved Facility Plan addendum population projections, flows or loadings may incur additional T&M redesign fees not included in the overall scope pricing.
- Preparation of demolition plan for existing blowers or coordination with contractor on removal is excluded
- Preparation of demolition plan for existing equalization basin or coordination with contractor on decommissioning is excluded
- Scope assumes the existing permitted discharge outfall in Mill Slough will continue to be used.
- Construction sequencing coordination between the contractor and City will be prepared under the future construction administration scope
- Dewatering plans to be provided by contractor if applicable
- All utilities required to operate system will be provided by City. Including, but are not limited to: phone, electrical power supply, potable water, and ethernet communications.
- Third party inspection costs to be covered by City or contractor
- No odor control design or remediation is included
- City staff will complete analytical sampling required for detailed design and bear costs associated with laboratory fees. Additional analytical sampling is anticipated to confirm design basis.
- A sludge management plan and biosolids land application reporting are under separate scope as required by IDEQ. Sludge removal and development of permits and reporting requirements to be processed by selected sludge removal contractor.
- The process design assumptions made to date are developed upon on existing influent data generated by the City. The estimated treatment performance of the activated sludge system is based upon City given data and will be detailed in the PER design basis. Variations in future flow and loading or changes in sampling techniques may have impacts to treatment system performance.
- Chemical phosphorus precipitation and tertiary filtration design is excluded from this scope but may be added in separate scope and contract.

## ***Environmental***

- Environmental clearances or permitting will be limited to obtaining a Categorical Exclusion. This scope does not include site visits, surveys, public outreach, wetland delineation, USACE coordination, or jurisdictional determination. No Threatened or State-listed or Endangered Species are expected to occur within the project area. The scope does not include Section 106 review or Idaho SHPO coordination.
- Preparation of a stormwater protection plan for the area of impact during construction is excluded. Item to be included in Bid and prepared by the contractor.
- Scope does not include process guarantee of enhanced biological phosphorus removal (EBPR) adequate to meet total phosphorus planning limits. Historical sampling data have indicated that City's wastewater may not be a viable candidate for EBPR and may require supplemental tertiary treatment. It is anticipated that the City will continue to develop the proposed phosphorus reuse system to meet future planning limits.

## ***Civil***

- Any off-site improvements deemed necessary beyond those outlined in this scope (e.g., drainage, sewer, water, irrigation) are excluded.
- Re-Grading of the site will be limited to those areas impacted by new construction. Area of impact is assumed to be no more than 10' beyond new structures/tanks. Surfaces beyond this limit will be assumed to be returned to pre-construction conditions.
- City will provide record drawings for infrastructure located within the Project limits. Locating underground utilities will be provided for by the City.
- Construction survey work to be provided by the Contractor. CONSULTANT will establish survey control based upon the City of Middleton datum.
- Storm drainage to be retained on-site through new swales or discharge to existing infrastructure.

## ***Electrical***

- Backup power system design is limited to requirements in IDAPA 58.01.16. Any new generators are assumed to be diesel and located outside.
- Electrical supply to the secondary side of a transformer on-site is by others.

## ***Structural***

- Design of building expansions to existing laboratory and maintenance building are excluded.
- Design of deep foundation systems, geopiers, etc., if required by geotechnical report, are not part of this scope.
- Scope assumes subsurface conditions allow for a minimum of 2,500 psf bearing capacity.
- The blower/dewatering building is assumed to be a single-story structure. No multi-level structures are proposed.

## ***Mechanical Plumbing***

- CONSULTANT assumes the existing source of potable water supply at the WWTP site is of sufficient

capacity, temperature, and pressure for new equipment. Development of new potable water sources and offsite distribution system is excluded.

## ***Architectural***

- NFPA 820 standards for fire protection in wastewater treatment will be used as the basis for electrical classification and HVAC air exchange requirements. The blower/dewatering building is anticipated to be unclassified due to 6 air exchanges per hour.



\*Tertiary Facility is included in T-O scope and fee. This work will be added into subconsultant scope.

May 26, 2022

Mr. Kasey Ketterling, PE  
T-O Engineers  
332 N. Broadmore Way  
Nampa, Idaho 83687

RE: Revised Middleton WWTP Electrical and Controls Design Proposal, Bid Package 1

Dear Kasey:

Control Engineers is pleased to provide this revised proposal for engineering design services in support of the City of Middleton, Idaho Wastewater Expansion Project. This proposal is based upon the revised project scope outline in the document you emailed, "Bid package 1 Scope Details" dated May 3, 2022 and the additional scope you outlined in an email to us on May 24, 2022. We understand the project scope to include:

**Phase 1 Project Scope:**

- Headworks Upgrades to include:
  - addition of two new drum screens
  - New building expansion
  - Grit System Expansion to including New grit classifier/cyclone in new building
  - Influent pumping station pump upgrades
- New greenfield biological treatment system installed in Pond #1 to include:
  - Anoxic, Aeration and Anaerobic process basins
  - Intermediate Transfer Pumping Station
  - Effluent Pump Station
  - WAS/RAS pumping station
  - Secondary Clarifiers
- New Blower and Dewatering Building including:
  - (3) duty and (3) future blowers
  - (2) Screw presses, conveyors and roll off bin
- New Equalization Tank including
  - Coarse bubble aeration systems
  - Mixing system
  - Transfer pumping system
- New Waste Sludge Storage Tank
- UV Disinfection System Upgrades including:
  - New open channel UV systems installed in existing UV building
- Reuse storage pond (repurposed Post- Equalization Pond)

**Phase 1 Project Schedule:**

We understand the owner's desired timeline for the project as follows:

- June 1st 2022 – TO scope of work ready for Council Approval
- September 2022 – Basis of Design Report to DEQ
- November 2022 – Basis of Design approval from DEQ
- December 2023 – Add project to state list for funding.
- 2nd Q 2023 – Design substantially Complete
- 2023 to 2024 – Secure project funding.
- Q2 2025 – Bid and award new plant.
- Mid 2025 – NTP for plant construction
- 2027 target date for new plant on-line

#### **Phase 1 Drawing Document Issues:**

We anticipate the following engineering document issues will be required:

- Preliminary Engineering Report review and modification
- 30% Design Submission
- 30% Engineer's opinion of probable cost for electrical and I&C Systems
- 60% Design Submission
- 90% (Permit Level) Design Submission
- 90% Engineer's opinion of probable cost for electrical and I&C Systems
- 100% (Bid Set) Issue

#### **Phase 1 Deliverables:**

Our design deliverables and services will include:

- Electrical One-line diagrams
- Electrical and Controls facility plans
- Legally required standby power system design
- Interior and site Lighting plans
- P&ID development for T-O supplied PFDs
- Control panel detailed design
- Communication system architecture diagram
- Instrumentation specification and schedules
- Weekly coordination meetings, combination of in-person and virtual meetings
- Arc flash and coordination studies
- Equipment and Installation Specifications

Services during Construction will fall under future contact and are not included in this proposal.

#### **Fee Estimate:**

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

Task	Description	Fee
Design Engineering	All Electrical and Control System Design services for a complete and biddable project.	\$ 269,782
Project Meetings	Weekly meetings throughout the design phase, combination of in-person and virtual (T&M Estimate)	\$ 25,537
Construction Support	Future	\$ -
Programming and System I	Future	\$ -
		\$ 295,319

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

Sincerely,



Peter C. Cook  
President



**MUSGROVE  
ENGINEERING, P.A.**

Bill A. Carter, P.E. – Principal  
Todd D. Nelson, P.E. – Principal  
Kurt E. Lechtenberg, P.E. – Principal  
Jason A. Rice, P.E. – Principal  
Thad S. Mason, P.E. – Principal  
Matthew N. Bradley, P.E. – Principal

**BOISE OFFICE:**  
234 S. Whisperwood Way  
Boise, Idaho 83709  
208-384-0585

**IDAHO FALLS OFFICE:**  
645 W. 25<sup>TH</sup> Street  
Idaho Falls, Idaho 83402  
208-523-2862

May 18, 2022

Attachment "B"

TO Engineers  
1998 W. Judith Lane  
Boise, Idaho 83705

\*Tertiary Facility is included in T-O scope  
and fee. This work will be added into  
subconsultant scope.

ATTENTION: Grant Moore

RE: Engineering Fee Proposal – **REVISED**  
Project – Middleton Dewatering Building  
Size – 4,500 sq. ft.

Dear Grant:

We appreciate the opportunity to be a part of your design team on the above referenced project. Based on my understanding of the project, I would propose to provide the following fees for our services:

**Mechanical:**

**Design & Construction Documents:**

30% Design

Fixed Fee..... \$ 9,900

60% Design

Fixed Fee..... \$ 11,400

100% Permit Design

Fixed Fee..... \$ 13,600

**Mechanical Commissioning Per 2018 IECC C408:**  
Not Included in this Proposal

**Reimbursable Expenses:**

Expenses (mileage, printing, travel, deliveries) will be billed at cost.

The above fees are based on the following scope of work:

**Mechanical Design & Construction Documents:**

- Source reuse water from existing headworks building.
- HVAC to comply with NFPA 820 standards.
- AC for electrical rooms (mini split system).
- Maintain 60°F room temperature.
- Foundation plan with drain locations.
- Heating, ventilating, and air conditioning systems.
- Exhaust and make-up-air systems.
- Plumbing systems, including waste & vent, domestic hot & cold water, natural gas, and roof drainage.
- Piping for all utilities to 5'-0" outside building. Piping beyond 5'-0" shall be by others.
- Energy calculations and compliance documentation for mechanical systems, per the International Energy Conservation Code.
- Fire sprinkler system performance specifications. Final design and construction documents shall be by Fire Sprinkler Contractor.
- Mechanical specifications, CSI format.
- Include cost estimates at 30%, 60%, and 90% submittals.

If any of the above noted assumptions are not correct, please let us know prior to start of project and we will revise this proposal accordingly.



The following services are not included in the above fees.

- Building energy modeling.
- Value engineering revisions after bidding.
- Envelope Com Check.
- Fire protection system design and construction documents.
- Record drawings.
- Utility rebate submittals.
- Renewable energy design.

Services provided on an hourly basis shall be at the following hourly rates for 2022.  
Services provided beyond 2022 shall be at the rates in effect at the time of service.

Principal.....	\$170.00/hour
Commissioning Agent.....	\$150.00/hour
Energy Modeling.....	\$150.00/hour
Senior Project Engineer.....	\$150.00/hour
Project Manager .....	\$130.00/hour
Project Engineer .....	\$100.00/hour
Senior Project Designer.....	\$100.00/hour
Project Designer .....	\$ 90.00/hour
CADD Operator .....	\$ 80.00/hour
Administrative Assistant.....	\$ 80.00/hour
Expenses (mileage, printing, travel, deliveries) .....	Billed at Cost

Billings for services are issued on a monthly basis and are due within 30 days following the billing date. Any amounts unpaid at the end of 60 days following the billing date will accrue interest (from the billing date) at the rate of 1½% per month, which will be added to the unpaid balance.

Musgrove Engineering will perform its services using the degree of care and skill ordinarily exercised by design professionals performing similar services in the same locality under similar circumstances and conditions.

I sincerely appreciate the opportunity to present you with this proposal, Grant. If this proposal meets your approval, please sign it in the appropriate space below and return it to me, retaining a copy for your files.

Respectfully,

Todd Nelson, P.E.  
TN/eby

Project: Middleton Dewatering Building – REVISED

Client: TO Engineers

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

By \_\_\_\_\_  
(Please Print Name & Title) (Signature)

Note: We cannot begin work on any project without receipt of a signed contract. Payment for services is due after completion of services – whether or not the project proceeds into construction.



[www.musgrovepa.com](http://www.musgrovepa.com)

OVER 40 YEARS OF  
EXCELLENCE



**GeoTek, Inc.**

320 East Corporate Drive Suite 300 Meridian, ID 83642-3511

(208) 888-7010 Office (208) 888-7924 Fax [www.geotekusa.com](http://www.geotekusa.com)

\*Tertiary Facility is included in T-O scope and fee. This work will be added into subconsultant scope.

May 25, 2022

Proposal No. P0501722-ID

**TO Engineers**

1998 West Judith Lane

Boise, Idaho 83705

Attention: Grant Moore, PE

Subject: Proposal for a Geotechnical Evaluation for "Middleton Wastewater Treatment Plant", a(n) ±17.3 Acre Site - Located at 852 Whiffin Lane, Middleton, Idaho

In accordance with your request, GeoTek, Inc. (GTI) is pleased to submit this proposal to evaluate the geotechnical conditions within the subject property. Our proposal is based upon correspondence with our client, review of site aerial photography, previous experience in the area, a review of geologic maps and available publications in our library.

**SITE CONDITIONS AND PROPOSED DEVELOPMENT**

It is our understanding that site development would consist of performing typical cut and fill earthwork to attain the desired graded configuration(s) for the construction of a dewatering building, a sludge storage tank, an equilization tank, two concrete secondary clarifiers, activated sludge process basins, and two building extensions.

**PURPOSE AND SCOPE OF SERVICES**

Considering existing site conditions and the conceptual nature of proposed earthwork construction, the following is a preliminary list of geotechnical concerns that will be considered during our site evaluation. These factors will most likely need to be taken into account during site design, project planning and construction.

- Assessment of engineering properties of the onsite soils.
- Foundation recommendations and settlement analysis.
- Percolation testing and initial groundwater observations.
- Anticipated thickness of pavement sections for budget purposes.

These geotechnical concerns have an impact on site design, construction and the financial aspects of project development. As such, each of these primary geotechnical concerns, along with some secondary concerns (not mentioned) would be considered during our geotechnical evaluation. Based on the information provided to date, evaluation of the site can be separated into three phases; 1) Field Exploration, 2) Laboratory Testing, and 3) Report Preparation. The scope of services and associated costs of the phased work are outlined and discussed in the following sections.

#### **1) Field Exploration:**

Field exploration would be performed to generally evaluate the geotechnical conditions and their influence on project design and construction. The purpose of our proposed field study would be to evaluate the nature of earth materials underlying the site and to ascertain their general engineering properties.

We propose to utilize a rubber-tired backhoe to advance (4) exploratory excavations to a maximum depth of 10 feet below existing grade. The excavations will be continuously logged by one of our field personnel. Temporary ground water piezometers will be installed in (4) of the test pits. During subsurface explorations, initial ground water measurement will be recorded. A representative of GTI will conduct percolation tests in (4) of the test pits (approximately 2 to 8 feet below existing ground surface).

In addition to test pits, we propose to utilize a hollow-stem auger drill rig to advance three (3) exploratory borings. One boring will be advanced to a depth of 80 feet below grade and two borings will be advanced to a depth of 50 feet below grade. During subsurface exploration, representative soil samples would be collected and returned to our laboratory for testing and analyses as well as record groundwater measurements. The borings would be continuously logged by one of our field personnel.

It is the client's responsibility to have onsite private utilities identified before GeoTek proceeds with the field investigation. GeoTek is not responsible for any damage caused to onsite private utilities if they were not identified and/or brought to GeoTek's attention prior to field investigation. GeoTek will mark our exploration locations and contact Digline, Inc. - Call Before You Dig to identify any public utilities that may be onsite. The costs associated with the proposed field evaluation are projected below.



Field Professional - Utility Locations	6 hrs. x \$120/hr.	\$	720.00
Backhoe	6 hrs. x \$175/hr.	\$	1,050.00
Field Professional (Backhoe + Perc's + GW Pipe Install)	10 hrs. x \$120/hr.	\$	1,200.00
Field Supplies - Monitoring Wells and Percolation Test Casing	Lump Sum	\$	200.00
Auger Drill Rig	Lump Sum	\$	8,500.00
Field Professional (Drilling)	16 hrs. x \$120/hr.	\$	1,920.00
Additional Groundwater Monitoring	12 trips x \$350/trip	\$	4,200.00
<b>Subtotal</b>		<b>\$</b>	<b>17,790.00</b>

## **2) Laboratory Testing:**

Laboratory testing would be performed on collected soil samples to possibly determine laboratory compaction standards, in-situ moisture and density, soil compressibility and coefficient of consolidation, direct shear strength, material gradation, Atterberg Limits, soil expansion potential, R-Value, and chemical soil analysis. The purpose of laboratory testing would be to determine the chemical and engineering properties of the soil, so that geotechnical recommendations can be provided regarding; site preparation and removals, chemical soil heave, concrete type, conventional/deep foundation design parameters, and floor slab parameters. The estimated cost for laboratory testing phase of site evaluation is outlined below.

Laboratory Technician	50 hrs. x \$70/hr.	\$	3,500.00
<b>Subtotal</b>		<b>\$</b>	<b>3,500.00</b>

## **3) Report Preparation:**

Based on the information obtained from the above phases of site evaluation, GTI could initially consult with the client and their other consultant(s) outlining the geotechnical concerns of project design as they interrelate to existing conditions. Based on this interaction between the consulting team and where planning flexibility allows, earthwork grades could be adjusted to minimize the impact of the geotechnical concerns. In addition, GTI would notify the client if any special geologic features are encountered during our field study so that the project surveyors may locate the identified hazards.

Once the above geotechnical services (Phases 1 & 2) are completed, a report will be prepared presenting our findings and conclusions. In addition, this report would provide guidelines to effectively mitigate the geotechnical concern(s) identified by presenting appropriate recommendations for site preparation, earthwork construction, foundation design/construction and development criteria. The estimated cost of report preparation is presented below.

Principal Engineer	2 hrs. x \$165/hr.	\$	330.00
Staff Professional	8 hrs. x \$125/hr.	\$	1,000.00
Drafting	8 hrs. x \$65/hr.	\$	520.00
<b>Subtotal</b>		<b>\$</b>	<b>1,850.00</b>

**TOTAL GEOTECHNICAL EVALUATION = \$23,140.00**

**CLOSURE**

This proposal is for the geotechnical services outlined herein only and does not include testing and observation services required prior to or during construction. If requested, these services would be invoiced at our established hourly rates. Current rates are denoted on the enclosed "Work Authorization and Agreement" form. We appreciate the opportunity to submit this proposal for providing geotechnical services associated with the subject project. Enclosed is a "Work Authorization and Agreement" form for the scope of geotechnical services outlined. Should you desire us to proceed, please sign and return the "Work Authorization and Agreement" form to our office.

If GeoTek, Inc. receives a request to proceed (whether verbal, in writing, or in the form of a Work Order or Purchase Order) with any or all of the services described in this proposal prior to receiving a signed copy of the attached Work Authorization and Agreement, and GeoTek, Inc. provides any or all of the services, GeoTek and you expressly agree that the terms of this proposal, the attached fee schedule, and the terms and conditions set forth in the attached Work Authorization and Agreement form shall govern all the services performed, except to the extent such terms are superseded by an executed agreement. We look forward to working with you on this project. If you have any questions, please do not hesitate to contact the undersigned.

Respectfully submitted,  
**GeoTek, Inc.**

*Kyle Miley*

Kyle C. Miley, E.I.  
Staff Professional

*David C Waite*

David C. Waite, P.E.  
Senior Engineer / Branch Manager



**PROJECT INFORMATION**

Date: 5/25/2022

Project Name: Middleton Wastewater Treatment Plant Proposal No: P0501722-ID

Project Location: 852 Whiffin Lane, Middleton, Idaho Project No: -

Scope of Services: Scope and estimated fees are outlined in text of proposal and/or below under "Special Instructions." Services not outlined in the proposal or in this Agreement, are not included in the scope of this contract and will be invoiced separately as Additional Services (as provided in Paragraph 4 below). All services, including any Additional Services, are subject to the Terms and Conditions below.

Fee Estimate: \$23,140.00 Retainer: \$0.00 COD: \$0.00

Reimbursable Expenses not in fee Estimate: -

**CLIENT INFORMATION**

Name: TO Engineers

Attention: Grant Moore, PE Email: gmoore@to-engineers.com

Address 1: 1998 West Judith Lane Phone No: (208) 433-1900 Ext: -

Address 2: - Cell Phone: (208) 422-7576

City: Boise State: ID Zip: 83705 Fax No: -

**TERMS AND CONDITIONS**

**1) AGREEMENT.** This Work Authorization and Agreement together with the P0501722-ID (the "Proposal"), the terms of which are incorporated herein by reference and made a part of this Agreement (defined below) will constitute the agreement between Client, as GeoTek, Inc., a Nevada Corporation ("GeoTek") for performance of the professional services outlined in the Proposal, GeoTek is willing to provide the Services for consideration and upon the terms set forth in the Proposal and hereinafter stated. This Work Authorization and Agreement and the Proposal will be referred to collectively hereinafter as the "Agreement". Any future work performed for Client will be under the terms of this Agreement unless a new agreement is executed in writing by both parties.

**2) FEES/QUOTATIONS.** Unless otherwise specified, the Proposal will define the: (1) Services to be provided, (2) the estimated fee and expense amount(s) for such Services, and (3) the billing type or method (e.g. time and materials, lump sum, fixed fee to a maximum, etc.). Client agrees to pay GeoTek its quoted rates for the Services and any Additional Services (as defined below) and products provided subject to changes in pricing from time to time. Any quotation will be good for a period of thirty (30) days from the date of the quotation. Quotation(s) of fees and expenses are estimates only. The actual fees and expenses will be shown when the final invoice is tendered.

**3) BILLING AND PAYMENT.** Invoices will be submitted on a progress basis for all Services performed during the term of the project. All invoices are due and payable upon receipt. Any and all invoices or any portion thereof, outstanding after thirty (30) days will accrue interest at 1.5% per month but in no event more than the maximum rate permissible by law from the original date of the invoice until paid.

**4) ADDITIONAL SERVICES.** Client acknowledges that it is impossible to predict what changes to the Services will be necessary as requirements for changes come from many sources beyond GeoTek's control. In the event changes become necessary, any services that are not specifically set forth in either GeoTek's proposal or this Agreement but are requested by Client, its agents, representatives, or designees, either verbally or in writing, will be considered "Additional Services". If Client, its agents, representatives, or designees request any Additional Services, GeoTek may issue Client a Change Order for Additional Services ("Change Order") confirming Client's authorization

**5) RIGHT OF ENTRY.**

a) Client hereby grants GeoTek the right of entry to the job site to permit GeoTek to perform the work under this Agreement. Client warrants that it has the authority to grant such right of entry.

b) Client acknowledges that excavations or destructive testing may be required to perform portions of the Services. Excavations will be backfilled in a prudent manner but cannot be returned to the previous condition. Damage to landscaping or natural vegetation may result. Client will indemnify and hold GeoTek harmless from any and all damages to persons or property caused by or to GeoTek or third parties as a result of the Services.

**6) PERFORMANCE.**

a) Governmental rules and regulations are subject to interpretations. GeoTek will prepare all reports with a view toward complying with governmental rules and regulations, but no guarantee is given that any or all reports will be approved by the applicable governmental agency.

b) GeoTek is relying entirely on plans and maps given to GeoTek by the Client or Client's agents, representatives or designees. Client will indemnify and hold GeoTek harmless from any and all damages to person or property caused by or to GeoTek or third parties resulting from undisclosed underground conditions or errors or inaccuracy of plans, maps or any other information provided by the Client or Client's agents, representatives or designees to GeoTek.

c) GeoTek will not be responsible for delays or its failure to perform as a result of inclement weather, accidents, acts of God, public insurrection, war, labor difficulties, riots, interference by governmental agencies, or any other act reasonably beyond GeoTek's control.

d) Client will disclose in writing to GeoTek any and all known or suspected hazardous or toxic conditions or materials present at the job site and will indemnify, defend and hold GeoTek harmless from and against any and all liability, costs, attorneys or expert fees or damage to person or property arising from hazardous or toxic conditions or materials present at the job site.

**7) HAZARDOUS MATERIALS.** GeoTek is not a generator, transporter and does not store or dispose of hazardous waste or non hazardous waste. Client will be responsible for the proper management, storage and disposal of hazardous waste or non hazardous waste present on the site and that may be encountered whether or not identified during GeoTek's evaluation.

**8) PROFESSIONAL OPINION.** GeoTek's professional services will be performed, findings obtained, and recommendations prepared in accordance with generally accepted engineering practices in effect at the time and place the services are performed. The professional opinions of GeoTek will be based upon conditions revealed at exploration locations and reconnaissance of surrounding terrain or through research efforts. The services on any given site are limited. It is agreed that GeoTek is not responsible for the affect that unknowns such as acts of others on adjacent properties, variables of nature including, but not limited to, earthquakes, the works of man, Acts of God, and other variables beyond the control of GeoTek may have on any opinion rendered hereunder. No opinions of any kind are given by GeoTek except those expressly stated in GeoTek's written reports. GeoTek does not warrant (either expressed or implied) or guarantee any of its recommendations, opinions or Services.

**9) INSURANCE.** GeoTek maintains worker's compensation and public liability insurance policies for bodily injury and property damage. Certificates of insurance will be furnished upon request. With regard to property claims, GeoTek will not be responsible for damage beyond those amounts paid under the policies. GeoTek will not be responsible for any consequential, lost profits, business interruption, or other damages claimed by Client. Requests for waivers of subrogation or other endorsements are subject to a 5% fee surcharge.

**10) INDEMNIFICATION and LIMITATION OF LIABILITY.**

a) GeoTek agrees, subject to the limitations herein, to indemnify and hold harmless Client from and against damages, liability and reasonable costs arising from the negligent acts of GeoTek in the performance of its Services under this Agreement, but only to the extent that a court of competent jurisdiction determines GeoTek is responsible for such damages, liability and reasonable costs on a comparative fault basis. Notwithstanding the foregoing agreement to indemnify Client, the parties expressly agree that GeoTek has no duty to defend Client from or against any claims, damages, liabilities, judgments, demands, causes of action, costs, expenses, or proceedings of any kind. GeoTek will not be obligated to indemnify Client for Client's own negligence or the negligence of others.

b) Client agrees, subject to limitations herein, to indemnify and hold harmless GeoTek from and against damages, liability, and reasonable costs arising from the negligent acts of Client related to any work performed under this Agreement, but only to the extent that a court of competent jurisdiction determines the Client is responsible for such damages, liability, and reasonable costs on a comparative fault basis. Notwithstanding the foregoing agreement to indemnify GeoTek, the parties expressly agree that the Client has no duty to defend GeoTek from or against any claims, damages, liabilities, judgments, demands, causes of action, costs, expenses, or proceedings of any kind. Client will not be obligated to indemnify GeoTek for GeoTek's own negligence or the negligence of others.

c) Client acknowledges that it is aware of the risks involved in construction, limitations inherent to the contract Services, and variations that can exist from the conditions identified. Client agrees to limit any liability, claim for damages to person or property, attorneys fees, expert fees or other costs of defense, or expenses (collectively "Claims") to be levied against GeoTek arising out of or relating to any design defect, error, omission, professional negligence or other promise of GeoTek (collectively "Liabilities") to the amount of GeoTek's fees paid under the Agreement. This limitation will apply regardless of the cause of action or legal theory pled or asserted. The fee charged Client for the Services to be rendered pursuant to this Agreement has been established with regard to the legal effect of this Limitation of Liability section. Increased limits of liability can be negotiated for an increased fee.

d) Except for work performed or provided by those subcontractors or subconsultants retained directly by GeoTek for whom GeoTek is legally liable, GeoTek assumes no responsibility or liability for work, testing, design(s) or recommendations performed or provided by others including, without limitation, other contractors, subcontractors, or consultants of any tier.

e) The parties understand and agree that Client's sole and exclusive claim, demand, suit, judgment and/or remedy for any claims arising from or in any way related to the performance of the Services provided under this Agreement will be directed and/or asserted only against GeoTek and not against any of GeoTek's shareholders, engineers, employees, officers, or directors.

f) Notwithstanding any other provision of this Agreement, neither the Client nor GeoTek, their respective officers, directors, partners, employees, contractors or subconsultants will be liable to the other or will make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages will include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and GeoTek will require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

**11) DISPUTE RESOLUTION.** In an effort to resolve any conflicts that arise during the design and construction of the project or following the completion of the project the Client and GeoTek agree that all disputes between them arising out of or relating to this Agreement or the project will be submitted to non binding mediation unless the parties mutually agree otherwise.

**12) JOBSITE SAFETY.** Neither the professional activities of GeoTek nor the presence of GeoTek or its employees and subconsultants at a construction/project site, will relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. GeoTek and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor will be solely responsible for Jobsite safety, and warrants that this intent will be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, GeoTek and GeoTek's subconsultants will be indemnified by the General Contractor and will be made additionally insured under the General Contractor's policies of general liability insurance.

**13) OWNERSHIP OF INSTRUMENTS OF SERVICE.** All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by GeoTek as instruments of service will remain the property of GeoTek. GeoTek will retain all common law, statutory and other reserved rights, thereto. All documents prepared by GeoTek under this Agreement for a particular project are not intended and not represented to be suitable for reuse by Client or others on any other project. Any such reuse without written authorization from GeoTek will be without liability to GeoTek and Client agrees to indemnify, defend, and hold harmless GeoTek from and against any and all losses, claims, damages and expenses (including attorney's fees) arising out of or resulting therefrom.



**14) FORCE MAJEURE.** Force Majeure as used in this Article will mean an act of God, strike, lockout, or other industrial disturbance, act of public enemy, war, blockage, public riot, lightning, fire, flood, explosion, earthquake, failure to timely receive necessary governmental approvals government restraint, unavailability of equipment, and any other cause, whether of the kind specifically enumerated above or otherwise, other than financial liability, which is not reasonably within the control of the party claiming suspension. If either party is rendered unable, wholly or in part, by Force Majeure to carry out their obligations under this Agreement, other than the obligation to make money payments, such party will give to the other party prompt written notice of the Force Majeure with reasonably full particulars concerning it; thereupon, the obligations of the party giving notice, so far as they were affected by the Force Majeure, will be suspended during, but no longer than, the continuance of the Force Majeure. The affected party will use all possible diligence to remove the Force Majeure as quickly as possible.

**15) TERMINATION.**

a) In the event of termination of this Agreement by either party for any reason, the Client will within fifteen (15) calendar days of termination pay GeoTek for all Services rendered and all reimbursable costs incurred by GeoTek up to the date of termination, in accordance with the payment provisions of this Agreement.

b) The Client may terminate this Agreement for the Client's convenience and without cause upon giving GeoTek not less than seven (7) calendar days written notice.

c) Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days written notice for any of the following reasons:

- i.) Failure by the other party to materially perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- ii.) Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- iii.) Material changes in the conditions under which this Agreement was entered into, the scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

d) In the event of any termination that is not the fault of GeoTek, Client will pay GeoTek, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by GeoTek in connection with the orderly termination of this Agreement, including without limitation, demobilization, reassignment of personnel, overhead costs and all other expenses directly resulting from the termination.

**16) SUSPENSION OF SERVICES.**

a) If the Project or GeoTek's Services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, GeoTek will be compensated for all Services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of Services, the Client will compensate GeoTek for expenses incurred as a result of the suspension and resumption of its Services, and GeoTek's schedule and fees for the remainder of the Project will be equitably adjusted.

b) If GeoTek's Services are suspended for more than ninety (90) days, consecutive or in the aggregate, GeoTek may terminate this Agreement upon giving not less than five (5) calendar days written notice to the Client.

c) If the Client is in breach of the payment terms or otherwise is in breach of this Agreement, GeoTek may, at its sole discretion, suspend performance of services and/or withhold any and all reports and work product. In the event GeoTek suspends performance and/or withholds reports and work product pursuant to this provision, GeoTek will not be in default of this Agreement and GeoTek will have no liability to the Client. Client agrees to make no claim against GeoTek for any delay or damage as a result of such suspension and/or withholding of reports and work product and agrees to defend and indemnify GeoTek from and against any and all claims for damages including, without limitation, claims for delay, lost profit, business interruption, consequential or any other damages resulting from the suspension of services and/or withholding of any report and work product. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused GeoTek to suspend Services and/or withhold reports and work product, GeoTek will resume Services and/or provide Client with the applicable reports and work product and there will be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

**17) MISCELLANEOUS.**

a) All terms of this Agreement will be governed by and construed under the law of the State in which the Services are provided. Diversity of the parties will not determine jurisdiction.

b) No provision of this Agreement will be interpreted for or against any party because that party or its legal representative drafted the provision.

c) In the event that legal action is taken to enforce the terms of this agreement or resolve a dispute the prevailing party will be entitled to reasonable attorney's fees and costs incurred.

d) Failure by a party to exercise any right, remedy, or option in this Agreement or delay by a party in exercising the same will not operate as a waiver. No waiver will be effective unless it is in writing.

e) Every provision of this Agreement is intended to be severable. If any term or provision hereof is declared by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason whatsoever, such illegality, invalidity or unenforceability will not affect the balance of the terms and provisions hereof, which terms and provisions will remain in full force and effect.

f) This Agreement may be executed at different times and in multiple counterparts, including, without limitation, facsimile counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

g) Client may not assign its rights or obligations under this Agreement without the express written consent of GeoTek. GeoTek may assign its rights and obligations under this Agreement to any of its affiliate companies without Client's consent upon written notice to Client. In the event of such an assignment, the assignee will assume the obligations of GeoTek under this Agreement as though such assignee had been an original party to this Agreement.

**18) AMENDMENTS.** Except as specifically provided herein, no addition(s) to or modification(s) of this Agreement will be binding on either party unless made in writing and executed by GeoTek and Client.

**By Signing below, the parties accept the services outlined in the proposal, the rates indicated on any attached fee schedule, and all the terms and conditions contained within each page of this Agreement, including but not limited to attachments and exhibits.**

CLIENT'S Authorized Signature of Acceptance:

CONSULTANT Authorized Signature of Acceptance:

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

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

\_\_\_\_\_  
Printed Name

David C. Waite, PE  
\_\_\_\_\_  
Printed Name

Title: \_\_\_\_\_

Title: \_\_\_\_\_  
Branch Manager



1010 S. ALLANTE ST., SUITE 100  
BOISE, IDAHO 83709  
TELEPHONE 208 336 8370  
FAX 208 336 8380

\*Tertiary Facility is included in T-O scope and fee. This work will be added into subconsultant scope.

## **AGREEMENT FOR THE PROVISION OF LIMITED PROFESSIONAL SERVICES**

**Client:** TO Engineers – Grant Moore

**Date:** 05/25/2022

**Project:** Middleton Waste Water Treatment Plant  
Middleton, ID

### **Scope/Intent and Extent of Services:**

The project consists of three structures. The new dewatering building will be an approximately 119'x37'x22'H stand-alone CMU structure with a blower room, dewatering room, roll-off bin storage, office, restroom and mech/elec room. The new headwater building will be an approximately 3000sf CMU structure 22' high and may be stand-alone, part of the dewatering facility or an addition to the existing headwater structure. The new grit building will be an approximately 40'x40'x22'H CMU structure and may be a stand-alone structure or an addition to the existing grit building.

The scope of services includes schematic design thru bid phase services, construction phase services will be provided under another contract. TO Engineers will be the project lead and all documents will be provided to TO for incorporation into the full set of documents. All permitting, agency coordination and coordination with other design disciplines will be by TO. This agreement is for architectural design services only, all engineering of the building and processing equipment will be provided by others. Architectural services will include plans and specifications (architectural sections only) with deliverables at the 30, 60, 90 and 100% stages of completion for agency review with the estimated completion date of September 30, 2023.

### **Fee Arrangement:**

A stipulated sum of \$79,965

**Reimbursables:** Reproduction, renderings, public or private agency fees, commercial travel, meals and lodging will be billed at 1.10 times the expense incurred. Mileage will be billed at current Federal rates.

### **Special Conditions:**

The following Terms and Conditions are a part of this Agreement:

**BRS Architects, A.I.A.**

  
\_\_\_\_\_  
(Signature) 5/25/22  
(Date)

\_\_\_\_\_  
Andrew Davis, President

**Accepted by:**

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Printed Name/Title)

\_\_\_\_\_  
(Company Name)

### **TERMS AND CONDITIONS**

BRS Architects (Architect) shall perform the services outlined in this agreement for the stated fee arrangement.

#### **Access To Site:**

Unless otherwise stated, Architect will have access to the site for activities necessary for the performance of the services. Architect will take precautions to minimize due to these activities, but have not included in the fee the cost of restoration of any resulting damage.

#### **Fee:**

The total fee shall be understood to be a stipulated sum, any future services provided on an hourly basis will be billed at the rates that prevail at the time services are rendered. Current rates are as follows and are subject to change:

Principal III	\$175.00 / Hr.
Principal II	\$160.00 / Hr.
Principal I	\$150.00 / Hr.
Project Architect	\$110.00 / Hr.
Sr. Project Manager	\$100.00 / Hr.
Project Manager II	\$ 90.00 / Hr.
Project Manager I	\$ 80.00 / Hr.
Designer II	\$ 70.00 / Hr.
Designer I	\$ 60.00 / Hr.
Word Processing	\$ 50.00 / Hr.

#### **Billings/Payments:**

Invoices for Architect's services shall be submitted at Architect's option, either upon completion of such services or on a monthly basis for the work compete to date. Invoices shall be payable within 60 days after the invoice date. If the invoice is not paid within 60 days, Architect may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service.

**Late Payments:**

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance (18.0% true annual rate), at the sole election of Architect. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

**Risk Allocation:**

In recognition of the relative risks, rewards and benefits of the project to both the Client and BRS Architects (Architect), the risks have been allocated such that the Client waives any claim against Architect, its Officers, employees and agents and agrees to defend, indemnify, protect and hold harmless Architect and its officers, employees and agents from any and all claims, liabilities, damages or expenses, including but not limited to delay of the project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of whatever nature, which may arise directly or indirectly, to any party, as a result of the services provided by Consultant under this Agreement, unless such injury or loss is caused, in whole or in part, by the gross negligence of Architect. Notwithstanding any other provision of this Agreement, Client agrees to limit Architect and its officers, employees and agents liability due to professional negligence arising out of or relating to this Agreement to a maximum of \$250,000.00 or the total fee, whichever is greater. This limit applies to all services on this project, whether provided under this or subsequent agreements, unless modified in writing, agreed to and signed by authorized representatives of the parties. If this provision is not accepted please add 5% to the fee (\$3,998.25).

Initial here to acknowledge acceptance of this provision: \_\_\_\_\_(Client)

**Termination of Services:**

This agreement may be terminated by the Client or Architect should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay Architect for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

**Ownership of Documents:**

All documents produced by Architect under this agreement shall remain the property of Architect and may not be used by the Client for any other endeavor without the written consent of Architect.

**Applicable Laws:**

Unless otherwise specified, this agreement shall be governed by the laws of the State of Idaho.



## Phantom Fireworks

Eastern Region, LLC.  
PO Box 160421  
Clearfield, UT 84016  
Office: 801-825-6101



---

May 10, 2022

City of Middleton, ID  
Attn: City Clerk  
PO Box 487  
Middleton, ID 83644

To whom it may concern:

RE: Temporary Fireworks Tent for 2022 July 4<sup>th</sup> holiday.

Please find the following enclosed:

- \$50 check for non-aerial vendors permit
- \$300 check for deposit or bond (refundable)
- Application for non-aerial fireworks.
- Copy of our lease agreement
- Copy of our insurance certificate
- Copy of the Aerial Site Plan

Please contact me if you have any questions or concerns.

Thank you,

Bill Dezell  
Account Manager  
bdezell@fireworks.com  
Office: 801-825-6101



# CITY OF MIDDLETON

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



ADMINISTRATION

## NON-AERIAL FIREWORKS APPLICATION

REV. 03/19

#1.242533

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

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

### I. General Information:

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

Joe Witter, Regional Manager 801-825-6101 PO Box 160421 Clearfield, UT 84106  
Cell - 801-946-5313

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

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

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

Ridley's Family Market 275 E 300 N 430 E Main St. Middleton, ID 83644

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

Date(s) of sale of fireworks: 06-20-2022 to 07-04-2022

### APPLICANT / BUSINESS REPRESENTATIVE

Signature

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

Print name / Business Name and Representative Title

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Seal)

Notary Public for the State of Idaho

Residing at: \_\_\_\_\_

Commission expires: \_\_\_\_\_





# Phantom Fireworks Eastern Region, LLC dba Phantom Fireworks

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



## FIREWORKS TEMPORARY SALES LICENSE & LEASE AGREEMENT

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

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

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

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

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

In exchange therefore, Phantom shall pay Landlord the sum


per location listed on Exhibit A by June 1<sup>st</sup> of each lease Term.


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

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

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

Phantom Fireworks Eastern Region, LLC

By:  10/25/2017  
Authorized Signature Date

By:  10/29/2017  
Authorized Signature Date

Print Name and Capacity

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

Phone

Email

801-825-6101  
Phone

Jwitter@fireworks.com  
Email



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/9/2022

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

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

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

**COVERAGES****CERTIFICATE NUMBER:** 309840816**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> Non-Owned Stand <input type="checkbox"/> End't Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y	Y	SI8GL00643-211	10/30/2021	10/30/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	UXP0057739-07	10/30/2021	10/30/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Excess Liability #2	Y	Y	P-001-000046155-04	10/30/2021	10/30/2022	Each Occ/ Aggregate Total Limits \$5,000,000 \$10,000,000

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

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

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

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

Dates of Operation: 06/15 - 07/15

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

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

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

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.



## RETAIL FIREWORKS SITE PLAN

SITE ACCOUNT # ID00014

Phantom Fireworks Utah Office (801) 825-6101

Crew must call with any issue/question

Location Name:	Ridleys Middleton	Stand or Tent:	Tent
Location Address:	430 E Main	Size:	20x30
Location City/State:	Middleton, ID 83644	Season:	Summer
Water Barrel / Stake:	Water Barrels / Weights	Year:	2022

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

● Extension cord(s) ● Exit Locations







James A. Balli, Partner\*  
Direct: 770.434.4335  
[jballi@taylorenghish.com](mailto:jballi@taylorenghish.com)

\*Admitted in GA and AL

June 3, 2022

**VIA FEDERAL EXPRESS**

City of Middleton  
1103 W. Main Street  
Middleton, ID 83644

Re: Family Dollar, Inc. d/b/a Family Dollar Store # 30004  
206 E Main Street, Middleton, ID 83644

To Whom It May Concern:

Our firm is representing Family Dollar, Inc. with regards to a new Beer and Wine by the Bottle License for the above referenced store location.

Enclosed, please find the following documents:

- 1.) Check for \$250.00 for the License fee
- 2.) Completed Application for the City of Middleton.

Please note that this application contains private, confidential and protected personal information of agents of the applicant. The Applicant would greatly appreciate you taking all possible steps/redaction to protect unnecessary disclosure of any private information provided in perpetuity.

Please do not hesitate to email me ([jgill@taylorenghish.com](mailto:jgill@taylorenghish.com)) or give me a call (678-336-7239) if you have any questions.

Sincerely,

TAYLOR ENGLISH DUMA, LLP

James A. Balli



Justin Gill, Licensing Specialist,  
[jgill@taylorenghish.com](mailto:jgill@taylorenghish.com)  
Drina Miller, Managing Licensing Specialist,  
[dmiller@taylorenghish.com](mailto:dmiller@taylorenghish.com)



November 29, 2021

To Whom It May Concern:

I, Harry R. Spencer, Assistant Secretary of Family Dollar Stores, Inc., duly authorize the employees, attorneys, and agents of Taylor English Duma LLP to act on behalf of Family Dollar Stores, Inc. and its related entities, for all activities concerning the filing and updating of permits and licenses held by our company. This authorization includes, but is not limited to, acquiring any information regarding the license or permit and signing any necessary forms, applications or documents.

Additionally, we request any correspondence relating to the application process be sent to the following address:

Taylor English Duma LLP  
ATTN: Drina Miller  
1600 Parkwood Circle, Suite 200  
Atlanta, GA 30339  
[dmiller@taylorenghish.com](mailto:dmiller@taylorenghish.com)

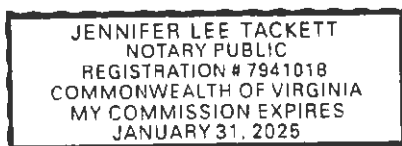
Should there be any questions or concerns regarding this authorization, please contact Ms. Sharon Wesselhoft of Family Dollar at 757-991-5008 x.14008 or [swesselh@dollartree.com](mailto:swesselh@dollartree.com). Ms. Wesselhoft can also be reached via mail at 500 Volvo Parkway, Chesapeake, VA 23320.

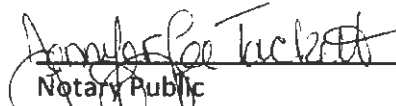
Thank you,

  
Harry R. Spencer  
Assistant Secretary

Before me, Harry Spencer on this day personally appeared, known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 29 day of November, 2021.



  
Notary Public

My Commission Expires: 1/31/2025

(SEAL)



# CITY OF MIDDLETON

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

ADMINISTRATION

BEER WINE  
APPLICATION/LICENSE

YEAR June 1, 2018– May 31, 2019

- ☒ New License  
☐ Renewal

## SALE FOR ON-PREMISE CONSUMPTION

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

## SALE FOR OFF-PREMISE CONSUMPTION

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

### OFFICE USE ONLY:

RECEIPT

# 1.242545  
\$ 250.00

LICENSE

#



Applicant Name: Family Dollar, Inc

Business Name: Family Dollar Store #30004

Business Address (Street/P.O. Box/City/Zip): 206 E Main Street, Middleton, ID 83644

Mailing Address (Street/P.O. Box/City/Zip):  
Attn: Alcohol/Tobacco Team (9th Floor) 500 Volvo Pkwy, Chesapeake, VA 23320-1604

Business phone: 757-321-5000 Other Phone: 678-336-7239

Email address: ab-licensing@dollartree.com / jgill@taylornenglish.com

- Attach copy of application for State license, including a copy of site and floor plans submitted with state application.
- Attach a copy of your State and County Alcohol Beverage Licenses before a City license will be issued.

6/3/22  
Date

Applicant Signature

Peter A. Barnett  
Print Name

### LICENSE

Application Approved by City Council on (date):

Application Denied:

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

City Clerk

Notes:



# State of Idaho

## Idaho State Police

Cycle Tracking Number: 132714

Premises Number: 2C-32889 **Retail Alcohol Beverage License**

License Year: 2022

License Number: 32889

*This is to certify, that* Family Dollar Inc  
*doing business as:* Family Dollar Store #30004

*is licensed to sell alcoholic beverages as stated below at:*  
206 E Main Street, Middleton, Canyon County

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

Liquor	No
Beer	Yes <u>\$50.00</u>
Wine by the bottle	Yes <u>\$100.00</u>
Wine by the glass	No
Kegs to go	No
Growlers	No
Restaurant	No
On-premises consumption	No
Multipurpose arena	No
Plaza	No



Signature of Licensee, Corporate Officer, LLC Member or Partner

FAMILY DOLLAR INC  
FAMILY DOLLAR STORE #30004  
500 VOLVO PARKWAY  
ATTN: ALCOHOL/TOBACCO TEAM (9TH  
CHESAPEAKE, VA 23320

Mailing Address

TOTAL FEE: \$150.00

License Valid: 03/22/2022 - 05/31/2022

**Expires: 05/31/2022**



Director of Idaho State Police



SEE REVERSE SIDE FOR SALE OR TRANSFER OF THIS LICENSE



2021324

(THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED)



Idaho State Police  
Alcohol Beverage Control Bureau  
700 S. Stratford Dr. Ste 115  
Meridian, ID 83642  
Phone (208) 884-7060 Fax (208) 884-7096  
Email: [abc@isp.idaho.gov](mailto:abc@isp.idaho.gov)

Premises File Number: \_\_\_\_\_

License Number: \_\_\_\_\_

**See Instruction Sheet**

## Beer and Wine License Application

### 1. Application Type

- ☒ New ☐ Transfer [☐ Applicant ☐ Location]  
☐ Change Current Application [☐ 'Doing Business As' Name (See #3) ☐ Floor Plan ☐ License Types (See #2)]

➤ Business Opening/Transfer Date: Open

### 2. License Type and Fees *See Instruction Sheet for Fees*

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Beer \$50.00                | <input type="checkbox"/> Growlers \$0.00                |
| <input checked="" type="checkbox"/> Wine by the bottle \$100.00 | <input type="checkbox"/> On-Premises Consumption \$0.00 |
| <input type="checkbox"/> Wine by the Glass \$100.00             | <input type="checkbox"/> Restaurant \$0.00              |
| <input type="checkbox"/> Keg Beer to Go \$20.00                 |   |

**Total Fees:** \$150.00

### 3. Applicant Information

A. Applicant Name: Family Dollar, Inc.

(Individual, Corporation, LLC, Partnership or other business entity)

'Doing Business As' Name: Family Dollar Store #30004 Business Phone No.: 757-321-5000

Business Physical Address: 206 E Main Street

City: Middleton County: Canyon Zip: 32040

Mailing Address: Attn: Alcohol Tobacco Team (9th Floor) 500 Volvo Pkwy, Chesapeake, VA 23320-1604

(Include City, State, Zip)

Alternative Phone No.: 678-336-7239 E-Mail Address: ab-licensing@dollartree.com

Former Business Name (Transfers Only): \_\_\_\_\_

B. Applicant's Idaho State Tax Commission Seller's Permit Number: 002782219

C. Applicant's Financial Information Bank of America

Business Bank Name and Address (Branch): \_\_\_\_\_

Person(s) Authorized to Sign on Account: Mike Witynski Title: CEO

### 4. List sole proprietor(s) or all partners, corporate officers, directors, ten primary stockholders,

LLC/LLP members/partners of the applicant. Attach a separate sheet of paper following the format below.

Name: Peter Barnett Address: 329 Cavalier Drive, Virginia Beach, VA 23451

Title: President SSN: 324-54-8795 Date of Birth: 11/20/1962

Idaho Resident: (Y/N) N If 'YES' length of residency: \_\_\_\_\_

A. Sole Proprietor(s): Married: (Y/N) \_\_\_\_\_ [If 'yes' provide Spouse's information by following the format below (fingerprints are required) or provide a Separate Property Agreement]

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

Title: \_\_\_\_\_ SSN: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Idaho Resident: (Y/N) \_\_\_\_\_ If 'YES' length of residency: \_\_\_\_\_

B. Has Applicant or anyone listed on #4 ever had an alcohol license suspended, denied or revoked?

☒ No ☐ Yes (If yes, attach explanation)

C. Has Applicant or anyone listed on #4 ever been convicted of any felony, any alcohol-related misdemeanor or facing any pending criminal charges?

☐ No ☒ Yes (If yes, attach explanation)

GN11.05699.VCIN REPLY

VAVSP00N3

THE FOLLOWING RECORD PERTAINS TO SID/VA1753288T

VIRGINIA CRIMINAL RECORD

01/10/2022 PART 1

SID: VA1753288T FBI: 94715RC6

NAMES RECORDED IN VIRGINIA FILES:

SPENCER

HARRY

RASHSAD

SEX RACE DATE OF BIRTH

M B 02/10/1979

HEIGHT WEIGHT EYES HAIR SCARS/MARKS/TATTOOS  
6'00" 180 BRO BLK

LAST REPORTED ADDRESS: 3202 STRATA CT  
SUFFOLK, VA 23434

PLACE OF BIRTH: ILLINOIS

SOCIAL SECURITY NO(S): 595-13-8132

CONTRIBUTOR/CASE	DATE	CHARGE/DISPOSITION
PD VA BEACH VA ORI:VA1280000	04/05/2007	FINGERPRINTED PHOTO:Y PALMS:Y OCA:1043576
	04/06/2007	CHARGED WITH
	#001	MSDMNR 18.2-266
OTN:810GM2660701309		DUI OF ALCOHOL
		VIRGINIA BEACH 04/05/2007
VA BEACH GEN DIST ORI:VA128011J	05/07/2007	GUILTY
CCN:810GT0703255500*		MSDMNR 18.2-266
		DWI: 1ST OFF, BAC .08-.14%
		30 DAYS
		30 DAYS
		RETAINED ATTY
DCN:V473639		UNSUPERVISED PROBATION
		RESTITUTION IMPOSED

\*DISPOSITION ELECTRONICALLY TRANSFERRED BY COURT OF JURISDICTION

RECORD AUTOMATED: 04/06/2007 LAST RECORD UPDATE: 05/27/2007

ALL ARREST ENTRIES CONTAINED IN THIS RECORD ARE BASED ON FINGERPRINT COMPARISON  
AND PERTAIN TO THE SAME INDIVIDUAL.

THIS INFORMATION MAY NOT CONTAIN THE CHARGE DATE AND/OR CHARGE ORI FOR FILES  
SUBMITTED THROUGH THE SUPREME COURT OF VIRGINIA EMAGISTRATE INTERFACE.

\*\*\* CAUTION \*\*\*

THIS RESPONSE IS BASED ON COMPARISON OF REQUESTOR FURNISHED INFORMATION  
AGAINST DATA CONTAINED IN THE FILES OF THE VIRGINIA STATE POLICE CRIMINAL  
RECORDS EXCHANGE ONLY AND DOES NOT PRECLUDE THE EXISTENCE OF OTHER CRIMINAL  
HISTORY INFORMATION WHICH MAY BE CONTAINED IN THE REPOSITORY OF OTHER LOCAL,  
STATE OR FEDERAL CRIMINAL JUSTICE AGENCIES.

CHANGES TO THIS RECORD MAY BE IN PROCESS. A NEW INQUIRY SHOULD BE MADE FOR

SUBSEQUENT USE. THE CRIMINAL HISTORY RECORD INFORMATION CONTAINED IN THIS RESPONSE IS DISSEMINATED FOR CRIMINAL JUSTICE PURPOSES ONLY. THE INQUIRER IS RESPONSIBLE FOR MAINTAINING AN AUDIT TRAIL ON ALL SECONDARY DISSEMINATION OF ANY OF THIS INFORMATION.

\*\*\* UNAUTHORIZED DISSEMINATION WILL SUBJECT THE DISSEMINATOR TO CRIMINAL AND CIVIL PENALTIES. \*\*\*

RESPONSE BASED ON A COMPARISON OF REQUESTOR FURNISHED INFORMATION AGAINST A MASTER ADULT NAME INDEX CONTAINED IN THE FILES OF THE VIRGINIA STATE POLICE CENTRAL CRIMINAL RECORDS EXCHANGE ONLY. THE RESULTS OF THIS FILE SEARCH IS BASED ON A NAME SEARCH ONLY AND HAS NOT BEEN SUBSTANTIATED BY FINGERPRINT COMPARISON.

\*\*\*\*\*

THIS IS A SINGLE-SOURCE RECORD. NO ADDITIONAL CRIMINAL HISTORY INFORMATION IS INDEXED IN NCIC-III FOR OTHER STATE OR FEDERAL OFFENSES.

END OF RECORD

MRI 220712 IN: CCH1 4745 AT 10JAN2022 09:30 OUT: GNI1 93 AT 10JAN2022 09:30

---

**4. List sole proprietor(s) or all partners, corporate officers, directors, ten primary stockholders, LLC/LLP members/partners of the applicant. Attach a separate sheet of paper following the format below.**

Name: Todd Burgess Littler

Address: 3609 Trading Place, Virginia Beach, VA, 23452

Title: Senior Vice President

SSN: 008-50-6249

Date of Birth: 11/11/1970

Idaho Resident: (Y/N) If 'YES' length of residency: Not a resident

**4. List sole proprietor(s) or all partners, corporate officers, directors, ten primary stockholders, LLC/LLP members/partners of the applicant. Attach a separate sheet of paper following the format below.**

Name: John S. Mitchell, Jr.

Address: 206 62nd Street, Virginia Beach, VA 23451

Title: Vice President and Secretary

SSN: 226-98-7921

Date of Birth: 10/3/1969

Idaho Resident: (Y/N) If 'YES' length of residency: Not a resident

**4. List sole proprietor(s) or all partners, corporate officers, directors, ten primary stockholders, LLC/LLP members/partners of the applicant. Attach a separate sheet of paper following the format below.**

Name: Roger Wayne Dean

Address: 2904 Ryan Court, Virginia Beach, VA, 23456

Title: Vice President and Treasurer

SSN: 224-35-8278

Date of Birth: 10/17/1971

Idaho Resident: (Y/N) If 'YES' length of residency: Not a resident

**4. List sole proprietor(s) or all partners, corporate officers, directors, ten primary stockholders, LLC/LLP members/partners of the applicant. Attach a separate sheet of paper following the format below.**

Name:

Address: Jonathan Lamar Elder

Title: Vice President - Tax

SSN: 259-08-7451

Date of Birth: 7/14/1964

Idaho Resident: (Y/N) If 'YES' length of residency: Not a resident

**4. List sole proprietor(s) or all partners, corporate officers, directors, ten primary stockholders, LLC/LLP members/partners of the applicant. Attach a separate sheet of paper following the format below.**

Name: Harry Rashad Spencer

Address: 509 Woodards Ford Road, Chesapeake, VA 23322

Title: Assistant Secretary

SSN: 595-13-8132

Date of Birth: 2/10/1979

Idaho Resident: (Y/N) If 'YES' length of residency: Not a resident



5. Has Applicant or anyone listed on #4 ever held any interest in any other business licensed for the sale of alcoholic beverages? ☒ No ☐ Yes [If yes, attach explanation - Include Premises Number(s)]

6. Does anyone have any financial interest in the Applicant's business not previously listed on #4, including silent partners, private financial loans, etc.? ☒ No ☐ Yes [If yes, complete explanation below]

Name: Family Dollar Stores, Inc. Phone Number: 757-321-5493  
(lender/partner name)

Address: 500 VULVO PKWY, Chesapeake, VA 23320 Ownership interest: 100%  
(amount/percentage)

7. List the owner of the building where the premises is located: Middleton Village Partners  
(Include a copy of the building lease to the Applicant OR a warranty deed in the Applicant's name)

8. Premises Diagram/Floor Plan - No architectural blue prints - On paper no larger than 8 1/2" x 11"

Attach a sketch showing the entire area proposed to be licensed to sell, serve, dispense, or store alcoholic beverages, including patios, decks, etc. Diagram must show all entrances, exits, offices, restrooms, kitchen facilities (if applicable), bar(s), bar backs, liquor cabinets, tables, refrigeration units, partitions, etc. and where license will be prominently displayed.

9. **Affirmation:** The applicant(s) hereby swears or affirms under oath that the applicant is the bona fide owner of the business which is applying for this license and will be engaged in the sale or dispensing of liquor by the drink, beer and/or wine by the bottle and/or glass. The applicant(s) hereby affirms that the applicant and/or each person indicated on this application or attachments thereto is/are eligible and has none of the disqualifications for a license as provided by Title 23, Chapter 9, 10, 11, 12, 13 and 14, Idaho Code, IDAPA 11.05.01 or any amendments thereto.

An application for and acceptance of a license by the applicant(s) shall constitute consent to, and be authority for, entry by the Director or his authorized agents, upon any premises related to the licensee's business, or wherein are or should be kept, any of the licensee's books, records, ledgers, supplies or other property related to said business, and to make the inventory, check and investigations aforesaid with relation to said licensee or any other licensee. The application shall also constitute consent given to the Director, his agents, the sheriff of any county or other law enforcement officer, upon any premises related to the licensee's business or wherein are or should be kept, any of the licensee's books, records, ledgers, supplies or other property related to said business, and to make the inventory, check and investigations aforesaid with relation to the said licensee or any other licensee. The application shall also constitute consent given to the Director or his authorized agents to view, copy or investigate any documents, including state and federal income and sales tax returns and any documents, associated with the person or business that are exercising the privilege of the license, as per Idaho Code sections 23-907, 23-1006 and 23-1314 and IDAPA 11.05.01.

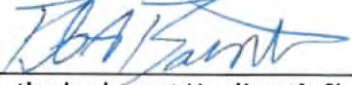
Applicant(s) hereby acknowledges that falsifying this document or submitting any false documents for record can result in a felony conviction under Idaho Code sections 23-905 or 18-3203. Applicant(s) further acknowledges that they and/or each person indicated on this application or attachments understand that state law controlling alcohol beverage licensing is found at Title 23, Idaho Code (<https://legislature.idaho.gov/statutesrules/idstat/title23/>) and the Alcohol Beverage Control administrative rules, IDAPA

11.05.01 (<https://adminrules.idaho.gov/rules/current/11/110501.pdf>), and that any violation of these laws or rules can result in criminal and/or administrative sanctions, and up to and including license revocation.

**Applicant Notification and Record Challenge:** Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedure for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

#### 10. Signature Certification:

I/we, the applicant(s) of this license, acknowledge and understand Idaho Code Title 23 and IDAPA that regulate licenses provided by the Idaho liquor act and do hereby agree to operate the licensed premises in conformity with these statutes and regulations. I certify under penalty of perjury pursuant to the law of the state of Idaho that the foregoing is true and correct.

  
Authorized Agent/Applicant's Signature      President      3/17/22  
Title      Date

Peter Barnett

Authorized Agent/Applicant's Printed Name

10004

November 24, 2015

Letter ID: L1976421952

Reference: 002782219-08

FAMILY DOLLAR INC  
PO BOX 1017  
CHARLOTTE NC 28201-1017

Dear Taxpayer,

Your application for an Idaho Seller's Permit has been accepted. You have been approved to file on a Monthly basis, and the number assigned to you is shown on the attached permit. Tax reporting forms (returns) are being sent to you in a separate mailing. You must file a return even if no tax is due.

After one year, you may file a written request to change your filing frequency.

If you need help filing your returns or have questions about sales tax, call (208) 334-7660 in Boise or (800) 972-7660 toll free nationwide. You can also find sales tax information on our Web site at [tax.idaho.gov](http://tax.idaho.gov) (click on Publications).

eL142A

POST IN A VISIBLE PLACE

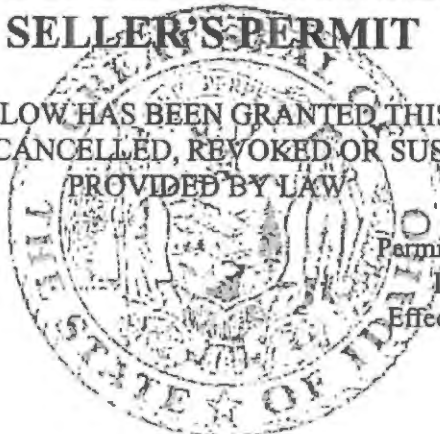
THIS PERMIT IS NOT TRANSFERABLE

**IDAHO STATE TAX COMMISSION  
SELLER'S PERMIT**

THE BUSINESS NAMED BELOW HAS BEEN GRANTED THIS SELLER'S PERMIT. THIS PERMIT IS VALID UNTIL CANCELLED, REVOKED OR SUSPENDED FOR CAUSE AS PROVIDED BY LAW

ISSUED TO:

FAMILY DOLLAR INC  
206 E MAIN ST  
MIDDLETON ID 83644-5708



Permit Number: 002782219

Issue Date: 11/24/2015

Effective Date: 06/01/2004

# State of Idaho

Office of the Secretary of State

**CERTIFICATE OF AUTHORITY  
OF  
FAMILY DOLLAR, INC.**

File Number C 187628

I, BEN YSURSA, Secretary of State of the State of Idaho, hereby certify that an Application for Certificate of Authority, duly executed pursuant to the provisions of the Idaho Business Corporation Act, has been received in this office and is found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this Certificate of Authority to transact business in this State and attach hereto a duplicate of the application for such certificate.

Dated: June 23, 2010



*Ben Yursa*  
SECRETARY OF STATE

By

*Sheryl Palmer*



# NORTH CAROLINA

## Department of The Secretary of State

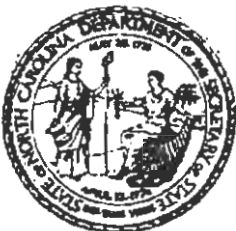
### CERTIFICATE OF EXISTENCE

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify that

#### **FAMILY DOLLAR, INC.**

is a corporation duly incorporated under the laws of the State of North Carolina, having been incorporated on the 17th day of November, 1997, with its period of duration being Perpetual.

I FURTHER certify that, as of the date set forth hereunder, the said corporation's articles of incorporation are not suspended for failure to comply with the Revenue Act of the State of North Carolina; that the said corporation is not administratively dissolved for failure to comply with the provisions of the North Carolina Business Corporation Act; that its most recent annual report required by N.C.G.S. 55-16-22 has been delivered to the Secretary of State; and that the said corporation has not filed articles of dissolution as of the date of this certificate.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 22nd day of June, 2010.

*Elaine F. Marshall*

Secretary of State

973219029

ARTICLES OF INCORPORATION

OF

FAMILY DOLLAR, INC.

0-0442678  
FILED  
3:40pm

NOV 17 1997

EFFECTIVE  
BLAINE F. MARSHALL  
SECRETARY OF STATE  
NORTH CAROLINA

The undersigned does hereby submit these Articles of Incorporation for the purpose of forming a business corporation pursuant to the provisions of Section 55-2-02 of the General Statutes of North Carolina, and to that end does hereby set forth the following:

ARTICLE I

The name of the corporation (the "Corporation") is Family Dollar, Inc.

ARTICLE II

The class of shares, the par value per share and the aggregate number of shares of such class which the Corporation shall have authority to issue are as follows:

<u>Class</u>	<u>No. of Shares</u>	<u>Par Value</u>
Common	10,000	\$ .10

ARTICLE III

The street address of the registered office of the corporation is 10401 Old Monroe Road, Mecklenburg County, Matthews, North Carolina 28105, and the mailing address of the registered office of the corporation is P.O. Box 1017, Mecklenburg County, Charlotte, North Carolina 28201-1017. The name of the registered agent is Leon Levine.

ARTICLE IV

The name and address of the incorporator are:

Nancy E. LeCroy  
2500 Charlotte Plaza  
Charlotte, North Carolina 28244

**ARTICLE V**

The duration of the Corporation shall be perpetual.

**ARTICLE VI**

The purpose of the Corporation shall be to engage in any lawful business or any lawful act or activity for which a corporation may be organized under Chapter 55 of the General Statutes of North Carolina.

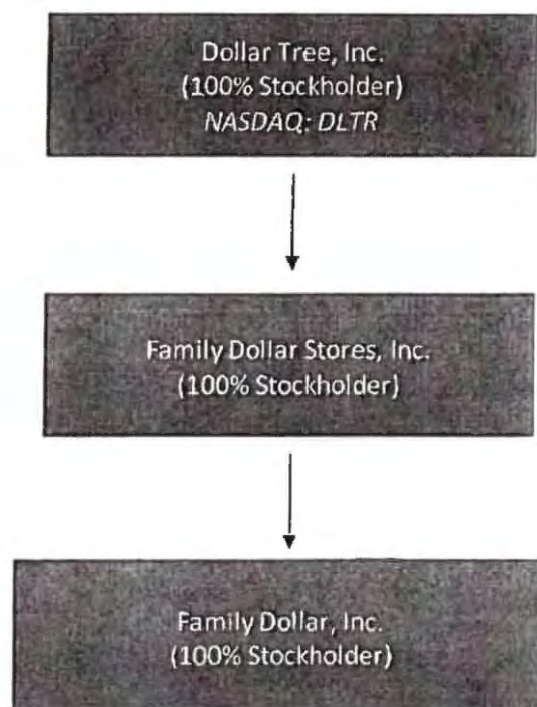
**ARTICLE VII**

To the fullest extent permitted by the North Carolina Business Corporation Act as it exists or may hereafter be amended, persons acting as directors and/or incorporators of the Corporation shall not be liable to the Corporation or any of its shareholders for monetary damages for their activities performed in connection with the organization of the Corporation.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles this 14<sup>th</sup> day of November, 1997.

  
Nancy E. LeCroy, as Incorporator

Drawn by, return to:  
Parker, Poe, Adams & Bernstein L.L.P.  
2500 Charlotte Plaza  
Charlotte, North Carolina 28244  
Attn: Nancy E. LeCroy, Esq.

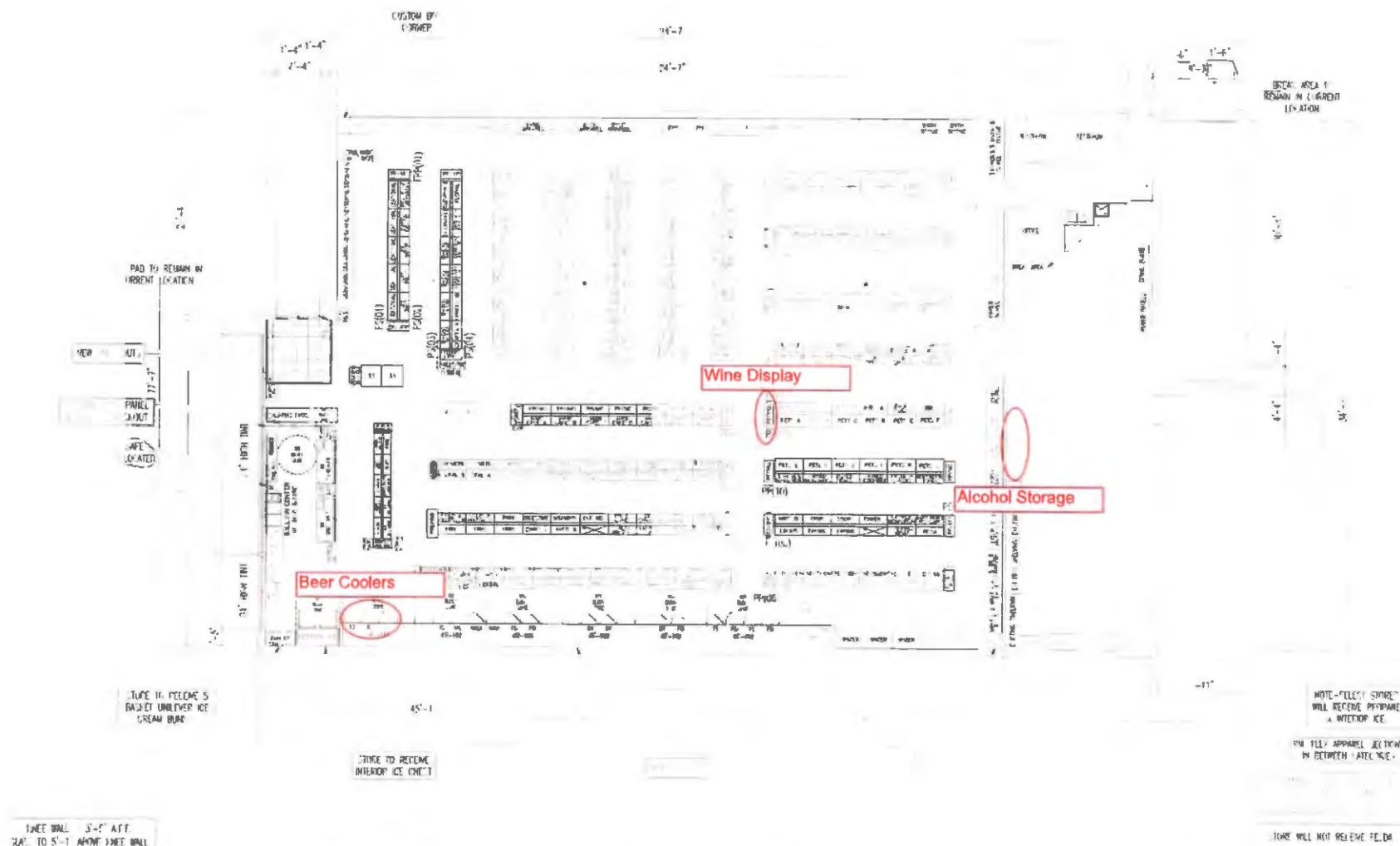
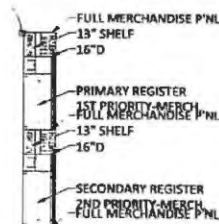




# POWER PANEL LIST

- PP (03) PETS - ACCESSORIES
- PP (04) BELTS & WALLET
- PP (06) LITTLE TREE AIR FRESHENER
- PP (07) BODY SPRAY
- PP (08) TOYS
- PP (09) SPECIALTY BATH
- PP (10) PUZZLE BOOKS
- PP (12) FOOT CARE/LIP CARE
- PP (13) WORK GLOVES
- PP (14) SEWING NOTIONS
- PP (15) SHOE CARE
- PP (18) PLACEMATS
- FPP (1-7) FASHION
- PS (1-8) SEASONAL

# CHECK OUT PRIORITY



STORE NUMBER	PROJECT NUMBER	LOCATION	FORMAT	START DATE	TOTAL INTERIOR SQ FT	SALES SQ FT	USABLE STOCK SQ FT	EXTERIOR SQ FT	AA HAIR CARE	AA	HISPANIC	CEILING HEIGHT	AGS	RISK CLASS	SECTION COUNT	DRAWN BY	PROJECT MANAGER	DATE
EW 1004 1004	XXXXXX	MIDDLETON, IN	URBAN H2	6/21/2021	9,687	7,614	1,239	10,117	VERY LOW	VERY LOW	VERY LOW	11'-5"	117	1	301 32 EC	LRAWLINS-BROADUS	N/A	4/28/2021

**FAMILY DOLLAR**  
 180 VOLVO DRIVE | CHESAPEAKE, VA 23320  
 CONFIDENTIAL - FAMILY DOLLAR USE ONLY

# MERCHANDISE PLAN

2020 PROJECT JUNE 2021  
 ALL THE TOP VERTICAL  
 ADVANCE: PLS. P. 2021  
 PLS. P. 2021

# REVISIONS

L. BROADUS - UPDATE SAFE NOTE  
 - 6.17.21

2012013334

RECORDED

2012 APR 5 AM 9 37

*Middleton Village*  
TYPE *Lease* FEE *22.00*

CHRIS YAMAMOTO  
CANYON CNTY RECORDER

BY *Chris Yamamoto*

THIS SPACE FOR USE BY RECORDING OFFICIAL

Prepared by and mail after recording to:

*JS*

Middleton#703097

*#10004*

Thomas E. Schoenheit, Esquire  
Family Dollar Stores, Inc.  
Post Office Box 1017  
Charlotte, NC 28201-1017  
Phone: (704) 847-6961

STATE OF IDAHO

SHORT FORM LEASE

COUNTY OF CANYON

THIS SHORT FORM LEASE ("Lease") is made and entered into this 15th day of February, 2012, by and between MIDDLETON VILLAGE PARTNERS, an Idaho limited partnership ("Landlord"), and FAMILY DOLLAR, INC., a North Carolina corporation ("Tenant").

W I T N E S S E I H

In consideration of the covenants set forth in this Lease, to all of which Landlord and Tenant agree, Landlord demises to Tenant, and Tenant leases from Landlord, that certain premises situated in the Landlord's Shopping Center known as Middleton Village Center located at the intersection of Main Street and Dewey Street, in the City of Middleton, County of Canyon, State of Idaho, and being that space including the roof and exterior walls containing 8,921 (76 x 115) interior square feet (the "Demised Premises"). The Demised Premises are shown cross-hatched on Exhibit A - Site Plan. The Shopping Center is the entire shopping center outlined in bold on Exhibit A - Site Plan. Tenant and its employees and invitees are also granted the non-exclusive right to use the parking, service and access areas shown on Exhibit A - Site Plan.

*BEC*  
*GA*

*9,633*

Tenant will have and hold the Demised Premises for an initial term ending on the 30th day of September, 2021, upon the rents, terms, covenants and conditions contained in a certain Lease Agreement between the parties and bearing even date herewith (the "Lease"), which Lease is incorporated herein by reference. The Lease will be automatically extended, in accordance with the terms of the Lease, one period at a time, for four (4) successive periods of five (5) years each unless Tenant cancels the Lease. The Tenant has been and is hereby granted, in accordance with the terms of the Lease, certain exclusive use rights with respect to its business in the Shopping Center.

Furthermore, the Landlord has agreed and does hereby agree, in accordance with the terms of the Lease, that, during the term of the Lease: Landlord will not build any buildings in the portion of the Shopping Center identified as "No Building Area" on Exhibit A - Site Plan; that all area shown on Exhibit A as parking will always be devoted to marked, lighted, paved parking

*GA*  
*BEC*

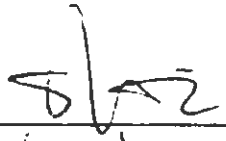
Middleton, ID #703097

area, except that Landlord may construct an additional building in the area identified as "Proposed Pad" on Exhibit A and a drive-through coffee kiosk in the area labeled "Coffee" on Exhibit A; and that the Lease contains certain restrictions with respect to certain non-retail, parking-intensive uses.

Landlord's Address:  
Middleton Village Partners  
2490 Bogus Basin Road  
Boise, Idaho 83702

Tenant's Address:  
Family Dollar, Inc.  
Post Office Box 1017  
Charlotte, North Carolina 28201-1017  
Attn: Lease Administration Department


Witnesses:

  
\_\_\_\_\_  
Shandra Heman

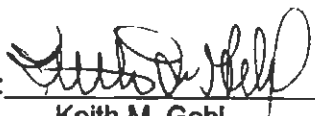
LANDLORD  
MIDDLETON VILLAGE PARTNERS

By:   
\_\_\_\_\_  
Garrett A. Goldberg  
Managing Partner

ATTEST:

  
\_\_\_\_\_  
Thomas E. Schoenheit  
Assistant Secretary

TENANT  
FAMILY DOLLAR, INC.

By:   
\_\_\_\_\_  
Keith M. Gehl  
Senior Vice President  
Real Estate and Facilities

OK  
BEC

STATE OF Idaho  
COUNTY OF ada

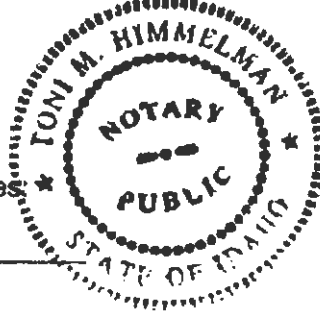
NOTARY

I, Toni Himmelman a Notary Public in and for the aforesaid State and County, do hereby certify that Garrett Widberg personally appeared before me this day and that by the authority duly given and on behalf of MIDDLETON VILLAGE PARTNERS the foregoing instrument was signed and executed by him for the purposes therein expressed.

WITNESS my hand and notarial seal this the 21 day of February, 2012.

My Commission Expires:

2/10/15



Toni Himmelman

Printed Name:  
Notary Public

[Signature]

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

NOTARY

I, Darnell A. Stallings, a Notary Public in and for the aforesaid State and County, do hereby certify that KEITH M. GEHL and THOMAS E. SCHOENHEIT, Senior Vice President-Real Estate and Facilities and Assistant Secretary, respectively, of FAMILY DOLLAR, INC., personally appeared before me this day and that by the authority duly given and as the act of the corporation, the foregoing instrument was signed and executed by them for the purposes therein expressed.

WITNESS my hand and notarial seal this the 15<sup>th</sup> day of February, 2012.

Darnell A. Stallings  
Darnell A. Stallings  
Notary Public

My Commission Expires:  
August 8, 2014

[Signature]  
BEC



Middleton, ID  
8703097

SC Pylon

Dewey St

FD Site

Google

Proposed Pad

Paved &  
Lighted  
Parking

Entrance

NO BUILD AREA  
4' Bulb Area

Service  
Cafe

Vehicle Area

AAA Bank

Bank's

AAA Bank

AAA Bank

Trash

Recycling

Dumpsters

Delivery

Fire  
Dept

Exhibit A - Site Plan

attached on file

CEL  
BEC

## **EXHIBIT A**

**A part of Block D of Hawthorn Plat of Middleton, in Section 7, Township 4 North, Range 2 West of the Boise-Meridian in Canyon County, Idaho, more particularly described to wit:**

**COMMENCING at the North Quarter corner of Section 7, Township 4 North, Range 2 West of the Boise Meridian; thence**  
**North 89°40'00" East 871.15 feet, along the North line of the Northwest Quarter of the Northeast Quarter of said Section 7, said line also being the centerline of Main Street, to a point on the West line of Dewey Avenue extended; thence**  
**South 0°19'49" East (formerly stated as South) 88.80 feet, along the said West line to the INITIAL POINT of this description; thence continue**  
**South 0°19'49" East 539.20 feet, along the East line of said Block "D" to the Southeast corner thereof, said corner being in the center of the Middleton Mill Slough; thence**  
**South 89°40'00" West 376.11 feet, (formerly stated as West 388.30 feet), along the South line of said Block "D", to the Southeast corner of Lot 1 in said Block "D"; thence**  
**North 0°19'33" West (formerly stated as North) 50.00 feet along the East line of said Lot 1; thence**  
**South 89°40'00" West (formerly stated as West) 130.00 feet, along the North line of said Lot 1; thence**  
**North 0°19'33" West 369.95 feet, (formerly stated as North 365 feet) along the West line of said Block "D", to the intersection of the North bank of the Canyon County Ditch (being to the Methodist Episcopal Church Lot), known as Block "C" of said Hawthorn Plat; thence meandering along said North bank**  
**North 58°55'06" East 230.90 feet; thence**  
**North 59°26'41" East 59.60 feet; thence leaving said North bank**  
**North 0°20'00" West 28.43 feet, to a point on a curve on the Southerly right of way line of the Boise Valley S-3748 (2) Highway Survey; thence meandering along said Southerly right of way, curving to the right along said curve 39.61 feet (formerly stated as 35.00 feet on a curve having a radius of 924.93 feet, a tangent of 19.81 feet, a central angle of 2°27'13" and a chord bearing**  
**South 85°46'11" East 39.61 feet; thence**  
**South 5°27'25" West (formerly stated as South 4°27' West) 5.00 feet to a point of curve; thence curving to the right 223.20 feet (formerly stated as 226.4 feet) on a curve having a radius of 919.93 feet, a tangent of 112.15 feet, a central angle of 13°54'05" and a chord bearing**  
**South 77°35'32" East 222.65 feet to the INITIAL POINT of this description.**

**END OF SCHEDULE A**

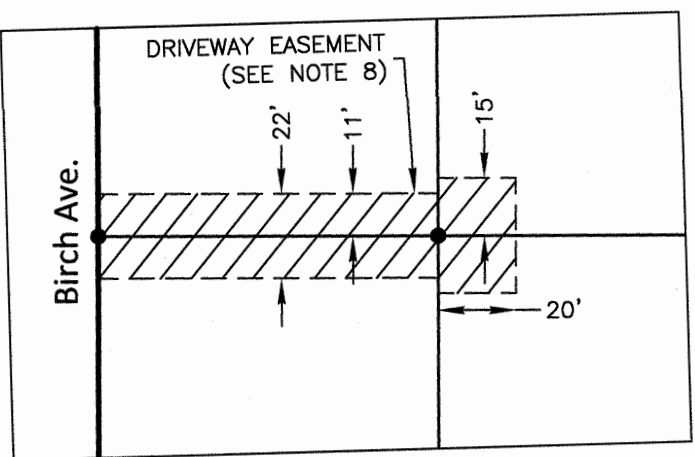




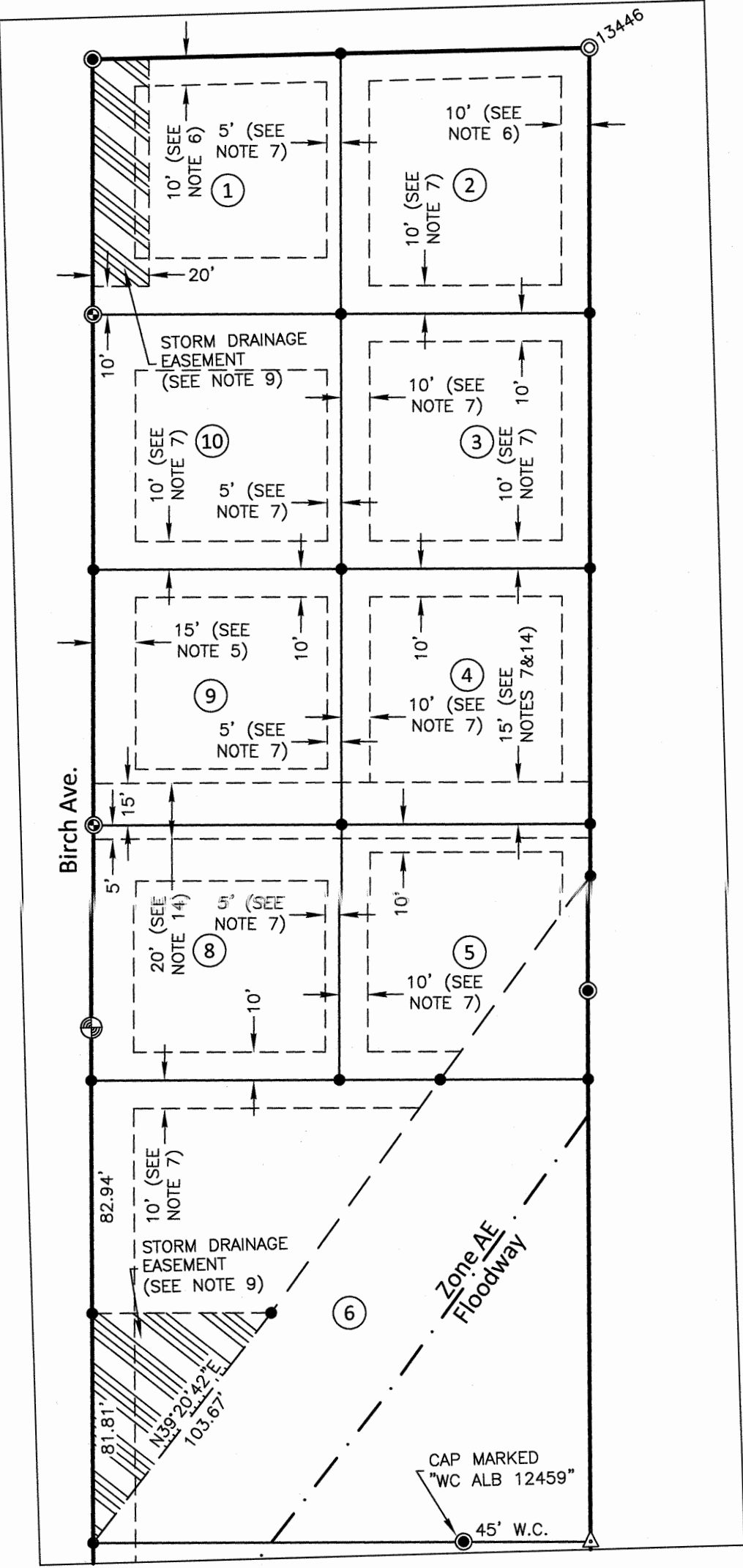
PLAT OF  
Concord Square Subdivision

A RE-PLAT OF A PORTION OF LOTS 8 AND 9 OF PLAT OF WIEBER'S ACREAGE,  
SITUATED IN A PORTION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 6,  
TOWNSHIP 4 NORTH, RANGE 2 WEST, BOISE MERIDIAN,  
CITY OF MIDDLETON, CANYON COUNTY, IDAHO.  
2022

DETAIL A  
SCALE 1"=50'



DETAIL B  
SCALE 1"=50'



0 50 100 150  
Plan Scale: 1" = 50'

SHEET INDEX

- SHEET 1 - DETAIL PLAT MAP  
SHEET 2 - PLAT NOTES, CERTIFICATE OF OWNERS AND CERTIFICATE OF SURVEYOR  
SHEET 3 - CERTIFICATES AND APPROVALS

LEGEND

- ALUMINUM CAP AS NOTED  
FOUND 5/8" REBAR WITH PLASTIC CAP, MARKED AS NOTED  
SET 5/8" REBAR WITH PLASTIC CAP MARKED "ALB 12459"  
FOUND 1/2" REBAR WITH PLASTIC CAP, MARKED AS NOTED  
SET 1/2" REBAR WITH PLASTIC CAP MARKED "ALB 12459"  
SET BRASS PLUG WITH MAGNETIC INSERT. PLUG MARKED "ALB PLS 12459"  
CALCULATED POINT  
LOT NUMBER  
SECTION LINE  
SUBDIVISION BOUNDARY LINE  
ROADWAY CENTERLINE  
LOT LINE  
ADJACENT BOUNDARY LINE  
FEMA REGULATORY FLOODWAY (EFFECTIVE 6-7-19 AND SUBJECT TO CHANGE. SEE NOTE 9)  
FLOODWAY SETBACK LINE  
EASEMENT LINE, AS NOTED  
DRIVEWAY EASEMENT, SEE DETAIL A AND NOTE 8  
STORM DRAINAGE EASEMENT, SEE DETAIL B AND NOTE 9  
W.C. WITNESS CORNER

REFERENCES

- R1. PLAT OF WIEBER'S ACREAGE, BOOK 2 OF PLATS AT PAGE 54, RECORDS OF CANYON COUNTY, IDAHO.  
R2. PLAT OF GARDNER PLACE, BOOK 22 OF PLATS AT PAGE 46, RECORDS OF CANYON COUNTY, IDAHO.  
R3. RECORD OF SURVEY PER INST. No. 2019-056261, RECORDS OF CANYON COUNTY, IDAHO.

SURVEY NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE THE LAND SHOWN HEREON. THE SURVEY IS BASED UPON THE RETRACEMENT OF PLATS, SURVEYS AND DEEDS AS LISTED IN THE REFERENCES HEREON AND A FIELD SURVEY OF EXISTING MONUMENTATION. MONUMENTATION RECOVERED WAS FOUND TO BE IN SUBSTANTIAL CONFORMANCE WITH THE RECORD. ALL PROPERTY CORNERS WHERE MONUMENTS OF RECORD WERE NOT FOUND WERE SET/RESET AS SHOWN HEREON.



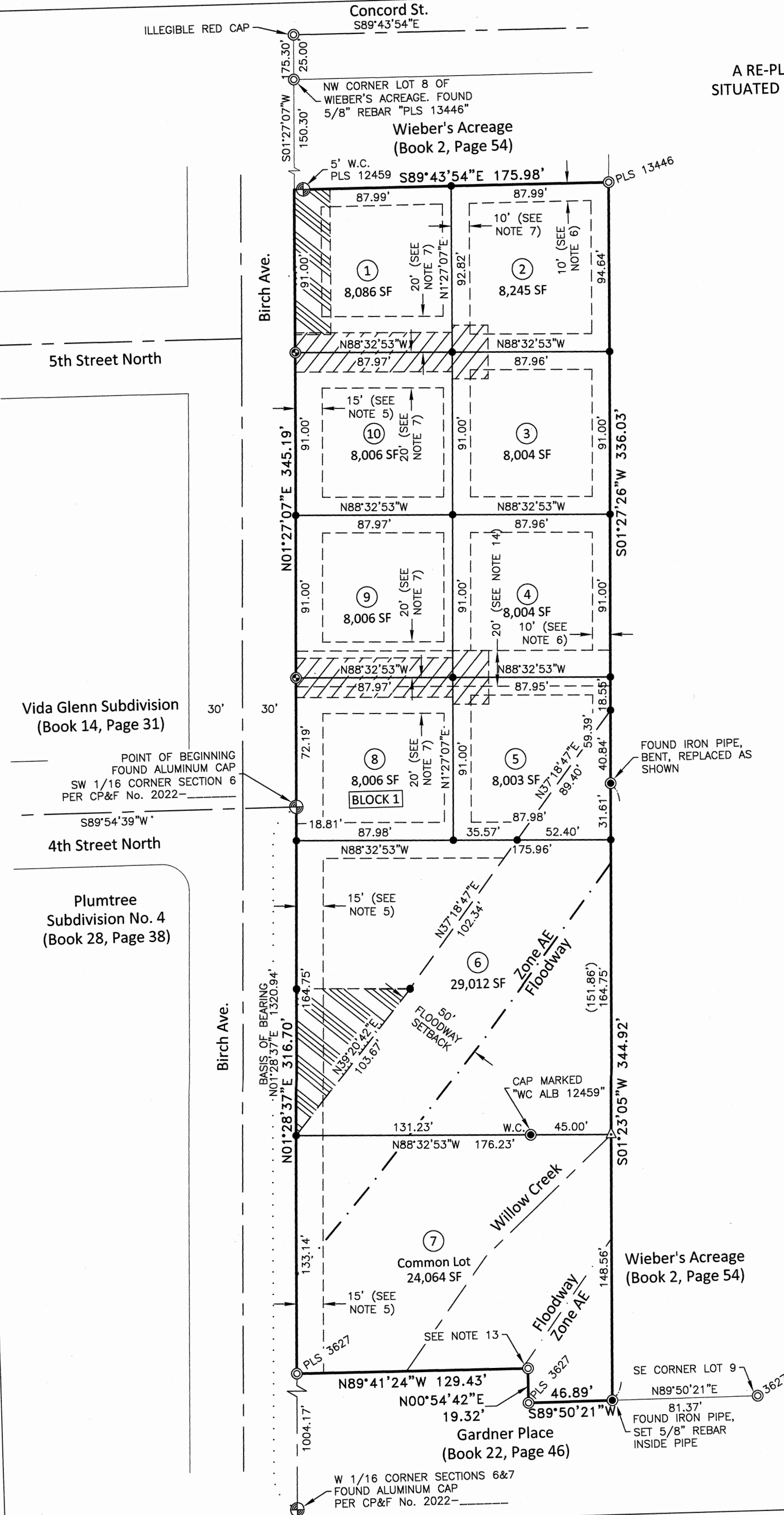
DEVELOPERS  
PETER HARRIS  
CONSTRUCTION INC.  
BOISE, IDAHO

**km**  
ENGINEERING  
5725 NORTH DISCOVERY WAY  
BOISE, IDAHO 83713  
PHONE (208) 639-6939  
kmengllp.com

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

JOB NO. 20-047

SHEET 1 OF 3



PLAT OF  
Concord Square Subdivision

CERTIFICATE OF OWNERS

KNOW ALL MEN/WOMEN BY THESE PRESENTS: THAT THE UNDERSIGNED IS THE OWNER OF THE REAL PROPERTY  
HEREAFTER DESCRIBED.

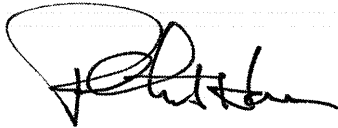
A RE-PLAT OF A PORTION OF LOTS 8 AND 9 OF WIEBER'S ACREAGE, BOOK 2, PAGE 54, RECORDS OF CANYON  
COUNTY, IDAHO, LYING IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 2  
WEST, BOISE MERIDIAN, CITY OF MIDDLETON, CANYON COUNTY, IDAHO, AND BEING MORE PARTICULARLY DESCRIBED AS  
FOLLOWS:

BEGINNING AT A SET ALUMINUM CAP BEING THE SOUTHWEST 1/16 CORNER OF SAID SECTION 6 (ALSO BEING THE  
SOUTHEAST CORNER OF GOVERNMENT LOT 6), WHICH BEARS N01°28'37"E A DISTANCE OF 1,320.94 FEET FROM A  
FOUND ALUMINUM CAP MARKING THE WEST 1/16 CORNER SOUTHEAST CORNER OF SAID SECTION 6 AND SECTION 7  
(ALSO BEING THE SOUTHEAST CORNER OF GOVERNMENT LOT 7 OF SAID SECTION 6);  
THENCE FOLLOWING THE WESTERLY LINE OF THE NORTHEAST 1/4 OF SAID SOUTHWEST 1/4 OF SECTION 6,  
N01°27'07"E A DISTANCE OF 345.19 FEET TO A POINT BEING WITNESSED BY AN ALUMINUM CAP WHICH BEARS  
S89°43'54"E A DISTANCE OF 5.00 FEET FROM SAID POINT;  
THENCE LEAVING SAID WESTERLY LINE, S89°43'54"E A DISTANCE OF 175.98 FEET TO A FOUND 5/8-INCH REBAR;  
THENCE S01°27'26"W A DISTANCE OF 336.03 FEET TO A SET 5/8-INCH REBAR;  
THENCE S01°23'05"W A DISTANCE OF 344.92 FEET TO A SET 5/8-INCH REBAR BEING THE NORTHERLY SUBDIVISION  
BOUNDARY LINE OF GARDNER PLACE (BOOK 22, PAGE 46, RECORDS OF CANYON COUNTY, IDAHO);  
THENCE FOLLOWING SAID NORTHERLY SUBDIVISION BOUNDARY LINE THE FOLLOWING THREE (3) COURSES:  
1. S89°50'21"W A DISTANCE OF 46.89 FEET TO A FOUND 5/8-INCH REBAR;  
2. N00°54'42"E A DISTANCE OF 19.32 FEET TO A FOUND 5/8-INCH REBAR;  
3. N89°41'24"W A DISTANCE OF 129.43 FEET TO A FOUND 5/8-INCH REBAR ON THE EASTERLY LINE OF THE  
SOUTHEAST 1/4 OF SAID SOUTHWEST 1/4 OF SECTION 6;

THENCE LEAVING SAID NORTHERLY BOUNDARY LINE AND FOLLOWING SAID EASTERLY LINE, N01°28'37"E A DISTANCE  
OF 316.70 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS A TOTAL OF 2.696 ACRES, MORE OR LESS.

IT IS THE INTENTION OF THE UNDERSIGNED TO INCLUDE SAID LAND IN THIS PLAT. THE EASEMENTS SHOWN ON THIS  
PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHTS TO USE SAID EASEMENTS ARE HEREBY PERPETUALLY  
RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS SHOWN ON THIS PLAT. NO STRUCTURES OTHER THAN  
FOR SUCH UTILITY AND OTHER DESIGNATED PUBLIC USES ARE TO BE ERECTED WITHIN THE LIMITS OF SAID  
EASEMENTS UNLESS NOTED OTHERWISE ON THIS PLAT. THE OWNER CERTIFIES THAT ALL LOTS IN THIS SUBDIVISION  
WILL RECEIVE DOMESTIC WATER FROM THE CITY OF MIDDLETON AND SAID CITY HAS AGREED IN WRITING TO SERVE  
ALL OF THE LOTS IN THIS SUBDIVISION.



PETER HARRIS, OWNER  
PETER HARRIS CONSTRUCTION INC.

ACKNOWLEDGMENT

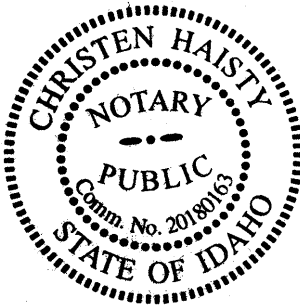
STATE OF IDAHO }  
COUNTY OF Ada }SS

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON June 10, 2022, BY PETER HARRIS, AS THE OWNER OF  
PETER HARRIS CONSTRUCTION INC.



SIGNATURE OF NOTARY PUBLIC

MY COMMISSION EXPIRES 1-29-24

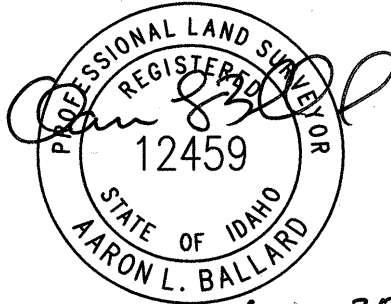


NOTES

1. BUILDING SETBACKS AND DIMENSIONAL STANDARDS IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH  
THE CITY OF MIDDLETON STANDARDS FOR THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME  
OF ISSUANCE OF THE BUILDING PERMIT OR AS OTHERWISE APPROVED BY THE CITY OF MIDDLETON. ON  
SEPTEMBER 14, 2020, MIDDLETON PLANNING AND ZONING COMMISSION APPROVED A SPECIAL PERMIT TO  
ALLOW A 15' REAR SETBACK ON ALL BUILDABLE LOTS AND TO INCREASE THE DENSITY OF THE PROJECT.
2. 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 LANDOWNER'S  
EXPENSE.
3. IRRIGATION WATER HAS BEEN PROVIDED FROM MIDDLETON MILL DITCH COMPANY IN COMPLIANCE WITH IDAHO  
CODE SECTION 31-3805(1)(b). LOTS WITHIN THIS SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER  
RIGHTS AND WILL BE OBLIGATED FOR ASSESSMENTS FROM MIDDLETON MILL DITCH COMPANY.
4. LOT 7, BLOCK 1 IS A NON-BUILDABLE COMMON LOT AND SHALL BE OWNED AND MAINTAINED BY THE  
CONCORD SQUARE HOMEOWNER'S ASSOCIATION, OR ASSIGNS.
5. ALL LOT LINES COMMON TO THE BIRCH AVE. PUBLIC RIGHT-OF-WAY CONTAIN A 15.00 FOOT WIDE  
EASEMENT FOR PUBLIC UTILITIES, LOT DRAINAGE AND IRRIGATION. THIS EASEMENT SHALL NOT PRECLUDE  
CONSTRUCTION OF DRIVEWAYS AND SIDEWALKS TO EACH LOT.
6. UNLESS SHOWN OTHERWISE, ALL LOT LINES CONTAIN A 10.00 FOOT WIDE EASEMENT FOR PUBLIC UTILITIES,  
LOT DRAINAGE AND IRRIGATION.
7. AS DIMENSIONED AND SHOWN HEREON, ALL INTERIOR LOT LINES CONTAIN AN EASEMENT (AS DIMENSIONED)  
FOR PUBLIC UTILITIES, LOT DRAINAGE AND IRRIGATION.
8. LOTS 6, 8, 9 AND 10, BLOCK 1 SHALL TAKE ACCESS VIA BIRCH AVENUE. LOTS 1-5, BLOCK 1 SHALL TAKE  
ACCESS FROM THE ADJACENT DRIVEWAY EASEMENTS SHOWN HEREON. THESE DRIVEWAY EASEMENTS SHALL  
BE MAINTAINED BY THE CONCORD SQUARE HOMEOWNER'S ASSOCIATION, OR ASSIGNS.
9. AS SHOWN HEREON, LOTS 1 AND 6, BLOCK 1 ARE SUBJECT TO STORM DRAINAGE EASEMENTS THAT SHALL  
BE MAINTAINED BY THE CONCORD SQUARE HOMEOWNER'S ASSOCIATION (HOA). THE HOA OWNS AND  
MANAGES THE COMMON AREAS AND STORMWATER FACILITIES SUCH AS BASINS AND SWALES. A PLAN FOR  
OPERATION, MAINTENANCE AND REPAIR OF STORMWATER FACILITIES (O&M PLAN) HAS BEEN PREPARED FOR  
ALL STORMWATER FACILITIES MAINTAINED BY THE HOA. THE O&M PLAN SHALL BE RECORDED WITH THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (CC&Rs). THE O&M PLANS SHALL BE USED  
FOR MAINTENANCE AND OPERATION OF THE STORMWATER FACILITIES.
10. THIS SUBDIVISION IS SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS THAT ARE TO BE FILED  
FOR RECORD AT THE CANYON COUNTY RECORDER'S OFFICE, AND MAY BE AMENDED FROM TIME TO TIME.
11. THE HOMEOWNERS' ASSOCIATION (HOA). IT'S OWNERSHIP AND MAINTENANCE COMMITMENTS CANNOT BE  
DISSOLVED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE CITY OF MIDDLETON, IDAHO.
12. PORTIONS OF THIS SUBDIVISION LIE WITHIN AN AREA OF SPECIAL FLOOD HAZARD (ASFH) AS IDENTIFIED ON  
THE FLOOD INSURANCE RATE MAP (FIRM) PANEL NUMBER 16027C0234G, EFFECTIVE DATE OF JUNE 7TH,  
2019, AND ARE SUBJECT TO THE REGULATIONS OF MIDDLETON CITY CODE TITLE 4, CHAPTER 3, FLOOD  
CONTROL REGULATIONS. SHEET FLOODING CAN AND WILL OCCUR AND FLOODS OF GREATER MAGNITUDE MAY  
INUNDATE AREAS OUTSIDE IDENTIFIED FLOODPLAIN AND FLOODWAY BOUNDARY LINES. BUILDER(S) WILL BE  
RESPONSIBLE TO MEET THE FLOODWAY/FLOODPLAIN REQUIREMENTS IN EFFECT AT THE TIME OF THE  
ISSUANCE OF A BUILDING PERMIT.
13. FOUND 5/8" REBAR WITH NO CAP. PLACED CAP MARKED "ALB 12459".
14. AS SHOWN HEREON, LOTS 4, 5, 8 & 9, BLOCK 1 ARE SUBJECT TO A 20-FT CITY UTILITY EASEMENT  
(SEWER) FOR THE PURPOSE OF CONSTRUCTING, LOCATING, MAINTAINING, REPAIRING, RECONSTRUCTION,  
UPGRADING AND IMPROVING CITY UTILITIES OR OTHER CITY INFRASTRUCTURE (SEWER).
15. ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT  
AT THE TIME OF THE RE-SUBDIVISION.

CERTIFICATE OF SURVEYOR

I, AARON L. BALLARD, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO  
HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION, DESIGNATED AS WATERFORD SUBDIVISION  
No. 1, WAS MADE UNDER MY DIRECTION, AND THAT SAID SUBDIVISION IS TRULY AND CORRECTLY  
SURVEYED AND STAKED AS PROVIDED BY LAW AND IN ACCORDANCE WITH THE ACCOMPANYING  
PLAT AS DESCRIBED HEREON.



6-10-2022

DEVELOPERS  
PETER HARRIS  
CONSTRUCTION INC.  
BOISE, IDAHO

**km**  
ENGINEERING  
5725 NORTH DISCOVERY WAY  
BOISE, IDAHO 83713  
PHONE (208) 639-6939  
kmenglp.com

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

JOB NO. 20-047

SHEET 2 OF 3

PLAT OF  
Concord Square Subdivision

APPROVAL OF COUNTY SURVEYOR

I, THE UNDERSIGNED, PROFESSIONAL LAND SURVEYOR FOR CANYON COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

*Dani Hoff* PLS 9366  
CANYON COUNTY SURVEYOR

12/16/21  
DATE

APPROVAL OF CITY OF MIDDLETON ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF MIDDLETON, CANYON COUNTY, IDAHO, HEREBY APPROVE THIS PLAT.

CITY OF MIDDLETON ENGINEER

DATE

APPROVAL OF CITY OF MIDDLETON

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE CITY OF MIDDLETON, IDAHO ON THE  
DAY OF \_\_\_\_\_, 202\_\_.

MAYOR

CERTIFICATE OF APPROVAL - SOUTHWEST DISTRICT HEALTH DEPARTMENT

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON A REVIEW BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (QLPE) REPRESENTING THE CITY OF MIDDLETON AND THE QLPE APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. WATER AND SEWER LINE HAVE BEEN COMPLETED AND SERVICES CERTIFIED AS AVAILABLE. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

*Seamus Fyffe*  
OFFICER  
SOUTHWEST DISTRICT HEALTH DEPARTMENT

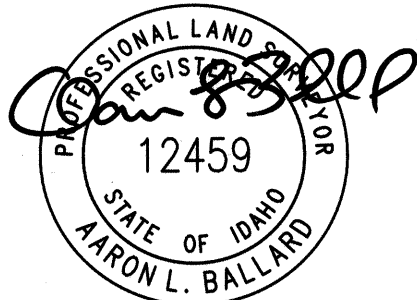
12/19/2021  
DATE

CERTIFICATE OF THE COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF CANYON, IDAHO, PER THE REQUIREMENTS OF IDAHO STATE 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 SUBDIVISION PLAT HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

CANYON COUNTY TREASURER

DATE



12.6.2021

DEVELOPERS

PETER HARRIS  
CONSTRUCTION INC.  
BOISE, IDAHO

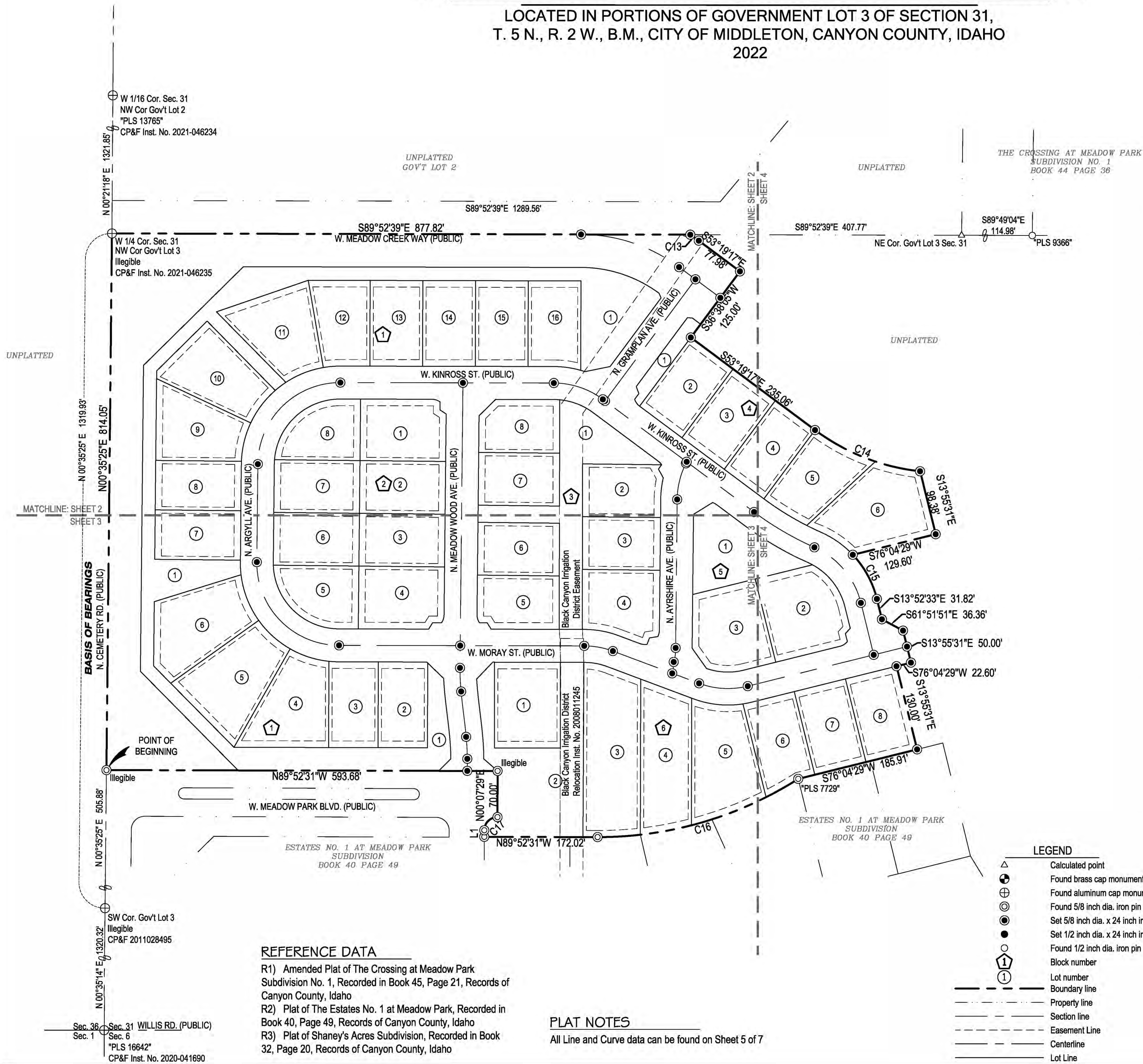
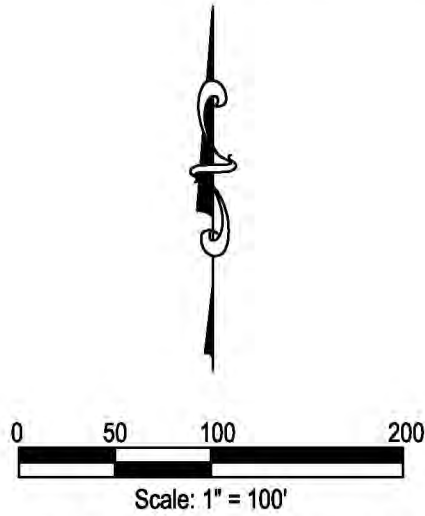
**km**  
ENGINEERING  
5725 NORTH DISCOVERY WAY  
BOISE, IDAHO 83713  
PHONE (208) 639-6939  
kmengllp.com





PLAT OF  
ESTATES AT WEST HIGHLANDS SUBDIVISION NO. 1  
LOCATED IN PORTIONS OF GOVERNMENT LOT 3 OF SECTION 31,  
T. 5 N., R. 2 W., B.M., CITY OF MIDDLETON, CANYON COUNTY, IDAHO  
2022

BK \_\_\_\_\_ PG \_\_\_\_\_



- NOTES:**
- Minimum building setback lines shall be in accordance with the City of Middleton applicable zoning and subdivision regulations at the time of issuance of individual building permits.
  - Any resubdivision of this plat shall comply with the applicable zoning regulations in effect at the time of resubdivision.
  - Lot 1, Block 1, Lot 1, Block 3, Lot 1, Block 4, Lot 1, Block 5 and Lot 2 Block 6 are common lots and shall be owned and maintained by The Estates at West Highlands Subdivision Homeowner's Association. These lots are subject to a blanket easement for public utilities.
  - Lot 1, Block 1, Lot 1, Block 3, Lot 1, Block 4, Lot 1, Block 5 and Lot 2 Block 6 are common lots and are subject to a blanket easement for Estates at West Highlands Homeowner's Association irrigation.
  - All lot, parcel and tract sizes shall meet the dimensional standards established in the applicable zoning ordinance or as specifically approved.
  - Irrigation water has been provided from The Estates at West Highlands Subdivision Homeowner's Association in compliance with Idaho Code Section 31-3805(1)(b). Lots within this subdivision will be entitled to irrigation water rights and will be obligated for assessments from Black Canyon Irrigation Company.
  - This subdivision will be subject to the covenants, conditions and restrictions that are to be filed for recording at the Canyon County Recorder's Office, and any future amendments.
  - Unless otherwise shown, all front lot lines common to the right-of-ways contain a 10.00 foot wide permanent easement for public utilities, City of Middleton street lights. This easement shall not preclude the construction of driveways and sidewalks to each lot.
  - Unless otherwise shown, all rear lot lines contain a 10.00 foot wide permanent easement for public utilities, Estates at West Highlands Homeowner's Association pressure irrigation and lot drainage.
  - Unless otherwise shown, all interior lot lines contain a 5.00 foot wide permanent easement, each side, for Estates at West Highlands Homeowner's Association pressure irrigation and lot drainage.
  - Lots shall not be reduced in size without prior approval from the health authority.
  - No additional domestic water supplies shall be installed beyond the water system approved in the sanitary restriction release.
  - Direct lot access to Cemetery Road and Meadow Creek Way is prohibited unless specifically allowed by the City of Middleton, except for Lot 1, Block 1 as shown.
  - 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 landowner's expense.
  - The Home Owner's Association (HOA), owns and manages the common areas which includes Stormwater facilities such as basins and swales. A plan for operation, maintenance, and repair of Stormwater facilities (O&M plan) has been prepared for all Stormwater facilities maintained by the HOA. The O&M plan shall be recorded with the Declaration of Covenants, Conditions, and Restrictions (CC&Rs). The O&M plans shall be used for maintenance and operation of the Stormwater facility.
  - Domestic and fire protection water shall be provided by the City of Middleton.
  - Sanitary sewer collection shall be provided by the City of Middleton
  - Irrigation ditches through the project shall be piped where they cross roadways, and all irrigation structures and facilities shall be located outside any public right of way or the boundary of any public property.

LEGEND	
	Calculated point
	Found brass cap monument
	Found aluminum cap monument
	Found 5/8 inch dia. iron pin w/ plastic cap "PLS 9366" unless otherwise noted
	Set 5/8 inch dia. x 24 inch iron pin w/ plastic cap "PLS 7732"
	Set 1/2 inch dia. x 24 inch iron pin w/ plastic cap "PLS 7732"
	Found 1/2 inch dia. iron pin
	Block number
	Lot number
	Boundary line
	Property line
	Section line
	Easement Line
	Centerline
	Lot Line

**REFERENCE DATA**

R1) Amended Plat of The Crossing at Meadow Park Subdivision No. 1, Recorded in Book 45, Page 21, Records of Canyon County, Idaho

R2) Plat of The Estates No. 1 at Meadow Park, Recorded in Book 40, Page 49, Records of Canyon County, Idaho

R3) Plat of Shaney's Acres Subdivision, Recorded in Book 32, Page 20, Records of Canyon County, Idaho

**PLAT NOTES**

All Line and Curve data can be found on Sheet 5 of 7



**COMPASS LAND SURVEYING, PLLC**  
623 11th Avenue South Nampa, ID 83651  
Office: (208) 442-0115  
JN 3021 02/17/2022  
SHEET 1 OF 7



## UNPLATTED

50'  
Right-of-Way  
Dedication

50'  
Right-of-Way  
Dedication

UNPLATTED

### LEGEND

- 

SEE SHEET 3 OF 7

All Line and Curve data can be found on Sheet 5 of 7

COMPASS LAND SURVEYING, PLLC  
623 11th Avenue South Nampa, ID 83651  
Office: (208) 442-0115  
JN 3021 02/17/2022  
SHEET 2 OF 7

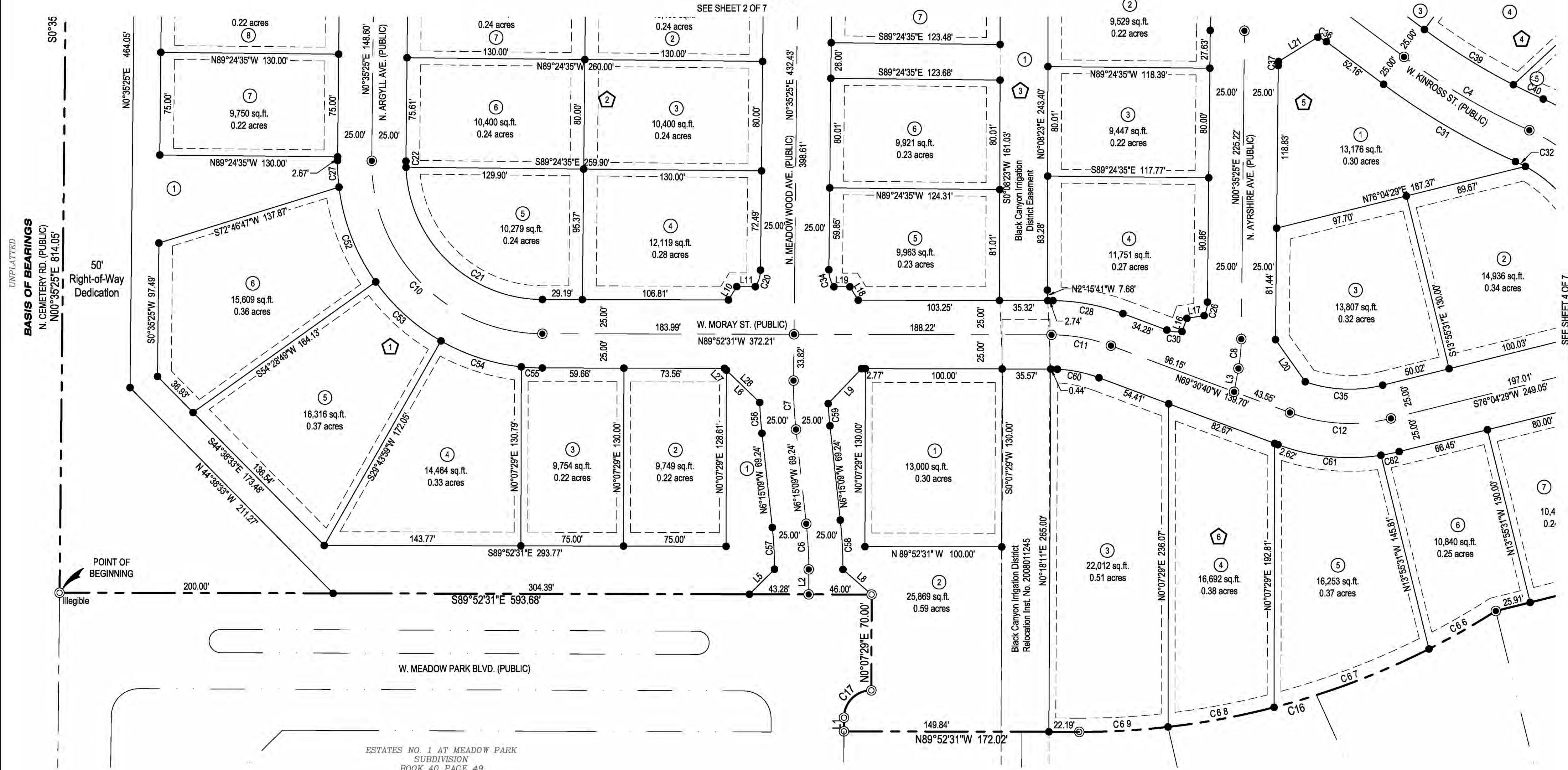
SEE SHEET 4 OF 7



PLAT OF  
ESTATES AT WEST HIGHLANDS SUBDIVISION NO. 1

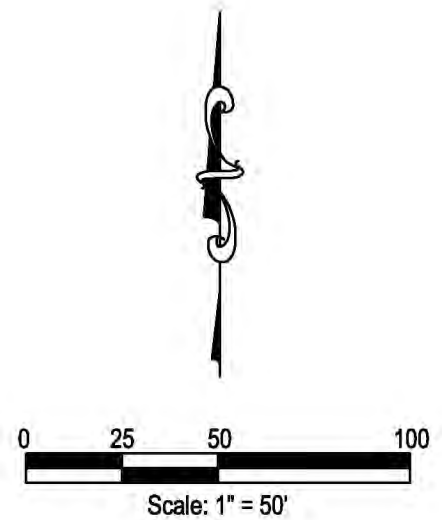
LOCATED IN PORTIONS OF GOVERNMENT LOT 3 OF SECTION 31,  
T. 5 N., R. 2 W., B.M., CITY OF MIDDLETON, CANYON COUNTY, IDAHO  
2022

BK \_\_\_\_\_ PG \_\_\_\_\_



LEGEND

- △ Calculated point
- ⊕ Found brass cap monument
- ⊕ Found aluminum cap monument
- ⊙ Found 5/8 inch dia. iron pin w/ plastic cap "PLS 7732" unless otherwise noted
- ⊙ Set 5/8 inch dia. x 24 inch iron pin w/ plastic cap "PLS 7732"
- ⊙ Set 1/2 inch dia. x 24 inch iron pin w/ plastic cap "PLS 7732"
- ① Block number
- ① Lot number
- Boundary line
- Property line
- Section line
- Easement Line
- Centerline
- Lot Line



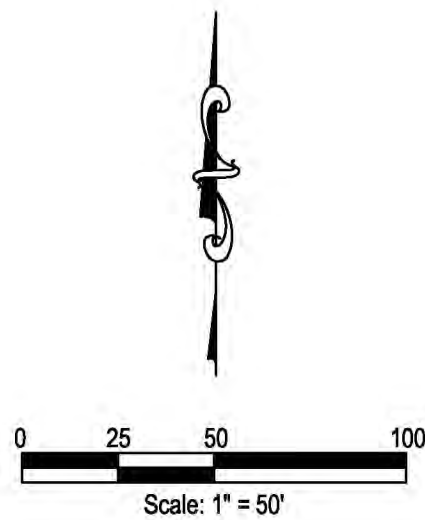
COMPASS LAND SURVEYING, PLLC  
623 11th Avenue South Nampa, ID 83651  
Office: (208) 442-0115  
JN 3021 02/17/2022

PLAT NOTES  
All Line and Curve data can be found on Sheet 5 of 7



PLAT OF  
**ESTATES AT WEST HIGHLANDS SUBDIVISION NO. 1**  
LOCATED IN PORTIONS OF GOVERNMENT LOT 3 OF SECTION 31,  
T. 5 N., R. 2 W., B.M., CITY OF MIDDLETON, CANYON COUNTY, IDAHO  
2022

BK \_\_\_\_\_ PG \_\_\_\_\_



- LEGEND**
- △ Calculated point
  - ⊙ Found brass cap monument
  - ⊕ Found aluminum cap monument
  - ⊙ Found 5/8 inch dia. iron pin w/ plastic cap "PLS 7732" unless otherwise noted
  - ⊙ Set 5/8 inch dia. x 24 inch iron pin w/ plastic cap "PLS 7732"
  - ⊙ Set 1/2 inch dia. x 24 inch iron pin w/ plastic cap "PLS 7732"
  - ① Block number
  - ① Lot number
  - Boundary line
  - Property line
  - Section line
  - Easement Line
  - Centerline
  - Lot Line



**COMPASS LAND SURVEYING, PLLC**

623 11th Avenue South Nampa, ID 83651

Office: (208) 442-0115

JN 3021

02/17/2022

SHEET 4 OF 7

**PLAT NOTES**

All Line and Curve data can be found on Sheet 5 of 7

ESTATES NO. 1 AT MEADOW PARK  
SUBDIVISION  
BOOK 40 PAGE 49

PLAT OF

ESTATES AT WEST HIGHLANDS SUBDIVISION NO. 1

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

BK \_\_\_\_\_ PG \_\_\_\_\_

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG	CHORD
C1	159.51'	250.00'	36°33'23"	N71°35'58"W	158.82'
C2	195.33'	125.00'	89°32'04"	N45°21'27"E	176.06'
C3	79.75'	125.00'	36°33'15"	S71°35'54"E	78.40'
C4	106.39'	480.00'	12°41'59"	S69°40'16"E	106.18'
C5	113.76'	125.00'	52°08'43"	S39°56'55"E	109.88'
C6	33.40'	300.00'	6°22'42"	N3°03'47"W	33.38'
C7	35.83'	300.00'	6°50'33"	N2°49'52"W	35.81'
C8	21.60'	125.00'	9°53'55"	N5°32'22"E	21.57'
C9	56.92'	125.00'	26°05'19"	N13°38'04"E	56.43'
C10	197.37'	125.00'	90°27'56"	N44°38'33"W	177.49'
C11	44.43'	125.00'	20°21'51"	N79°41'36"W	44.19'
C12	75.08'	125.00'	34°24'51"	N86°43'06"W	73.96'
C13	15.70'	300.00'	2°59'56"	S54°49'15"E	15.70'
C14	173.31'	325.00'	30°33'14"	S68°35'54"E	171.27'
C15	77.16'	150.00'	29°28'19"	S28°36'43"E	76.31'
C16	321.40	565.00	32°35'34"	N 73°49'43" E	317.09'
C17	31.41'	20.00'	89°58'10"	N45°07'29"E	28.28'
C18	149.26'	100.00'	85°31'13"	N47°21'52"E	135.79'
C19	13.65'	22.00'	35°32'51"	S72°06'06"E	13.43'
C20	12.87'	22.00'	33°30'44"	S17°20'47"W	12.69'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG	CHORD
C21	153.50'	100.00'	87°56'49"	N45°54'07"W	138.86'
C22	4.40'	100.00'	2°31'08"	N0°40'09"W	4.40'
C23	9.02'	100.00'	5°10'14"	S87°17'25"E	9.02'
C24	54.77'	100.00'	31°23'01"	S69°00'47"E	54.09'
C25	7.53'	22.00'	19°36'10"	S43°31'12"E	7.49'
C26	10.24'	22.00'	26°39'25"	S13°55'07"W	10.14'
C27	19.51'	150.00'	7°27'02"	N3°08'06"W	19.49'
C28	53.31'	150.00'	20°21'51"	N79°41'36"W	53.03'
C29	32.79'	150.00'	12°31'28"	N6°51'09"E	32.72'
C30	11.26'	22.00'	29°19'54"	N84°10'37"W	11.14'
C31	111.94'	505.00'	12°41'59"	N59°40'16"W	111.71'
C32	8.08'	100.00'	4°37'50"	N63°42'21"W	8.08'
C33	82.93'	100.00'	47°30'53"	N37°38'00"W	80.57'
C34	13.16'	22.00'	34°17'05"	N16°33'08"W	12.97'
C35	57.46'	100.00'	32°55'19"	N87°27'52"W	56.67'
C36	7.08'	22.00'	18°26'12"	S62°32'23"E	7.05'
C37	2.94'	22.00'	7°39'15"	N4°25'02"E	2.94'
C38	13.90'	22.00'	36°11'50"	S57°58'33"W	13.67'
C39	76.69'	455.00'	9°39'26"	N58°09'00"W	76.60'
C40	24.16'	455.00'	3°02'33"	N64°29'59"W	24.16'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG	CHORD
C41	59.36'	150.00'	22°40'24"	N54°41'04"W	58.97'
C42	7.01'	100.00'	4°00'51"	N2°35'50"E	7.00'
C43	127.05'	200.00'	36°23'54"	S71°40'42"E	124.93'
C44	6.73'	150.00'	2°34'14"	N72°48'14"W	6.73'
C45	41.33'	150.00'	15°47'11"	N81°58'56"W	41.20'
C46	26.02'	150.00'	9°56'26"	S85°09'16"W	25.99'
C47	61.63'	150.00'	23°32'22"	S68°24'52"W	61.19'
C48	20.18'	150.00'	7°42'30"	S52°47'26"W	20.17'
C49	62.20'	150.00'	23°45'26"	S37°03'28"W	61.75'
C50	60.31'	150.00'	23°02'13"	S13°39'38"W	59.91'
C51	4.06'	150.00'	1°33'07"	N1°21'58"E	4.06'
C52	75.03'	150.00'	28°39'34"	S21°11'24"E	74.25'
C53	64.79'	150.00'	24°44'50"	S47°53'36"E	64.29'
C54	62.14'	150.00'	23°44'15"	S72°08'09"E	61.70'
C55	15.37'	150.00'	5°52'16"	S86°56'24"E	15.36'
C56	22.57'	325.00'	3°58'46"	S4°15'46"E	22.57'
C57	30.61'	275.00'	6°22'42"	S3°03'47"E	30.60'
C58	36.18'	325.00'	6°22'42"	N3°03'47"W	36.16'
C59	16.26'	275.00'	3°23'13"	N4°33'32"W	16.25'
C60	35.54'	100.00'	20°21'51"	S79°41'36"E	35.36'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG	CHORD
C61	76.53'	150.00'	29°13'51"	S84°07'36"E	75.70'
C62	13.57'	150.00'	5°11'01"	N78°39'59"E	13.57'
C63	13.13'	22.00'	34°11'48"	S36°01'21"E	12.94'
C64	103.74	325.00	18°17'20"	S 62°27'57" E	103.30
C65	69.57	325.00	12°15'54"	S 77°44'34" E	69.44
C66	56.16	565.00	5°41'44"	N 60°22'53" E	56.14
C67	121.25	565.00	12°17'46"	N 69°22'38" E	121.02
C68	78.91	565.00	8°07"	N 79°31'35" E	78.84
C69	65.04	565.00	6°35'45"	N 86°49'31" E	65.01

LINE TABLE		
LINE	DISTANCE	BEARING
L1	10.00'	N0°07'50"E
L2	18.28'	N0°07'34"E
L3	17.40'	N10°29'20"E
L4	2.50'	N26°40'43"E
L5	25.86'	S45°07'28"W
L6	33.80'	S45°55'27"E
L7	38.84'	S78°27'34"W
L8	27.84'	N48°49'29"W
L9	35.33'	N43°41'42"E
L10	11.43'	S32°01'28"W
L11	13.57'	N89°52'31"W
L12	11.17'	S56°18'16"E
L13	12.07'	S0°35'25"W
L14	8.21'	S36°40'43"W
L15	15.20'	S29°04'21"E
L16	10.34'	S20°20'14"W
L17	12.74'	S81°06'29"W
L18	11.53'	N32°04'21"W
L19	11.66'	N89°52'31"W
L20	37.69'	N35°18'48"W

LINE TABLE		
LINE	DISTANCE	BEARING
L21	33.71'	N58°14'36"E
L22	10.84'	S42°07'46"W
L23	12.49'	S13°52'33"E
L24	7.52'	S84°33'58"E
L25	11.37'	N20°36'11"W
L26	10.76'	N36°38'11"E
L27	2.00'	S45°55'27"E
L28	35.80'	S45°55'27"E



PLAT OF  
ESTATES AT WEST HIGHLANDS SUBDIVISION NO. 1  
LOCATED IN PORTIONS OF GOVERNMENT LOT 3 OF SECTION 31,  
T. 5 N., R. 2 W., B.M., CITY OF MIDDLETON, CANYON COUNTY, IDAHO  
2022

BK \_\_\_\_\_ PG \_\_\_\_\_

CERTIFICATE OF OWNERS

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

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

A parcel of land being a portion of Government Lot 3 of Section 31, Township 5 North, Range 2 West, Boise Meridian, Middleton, Canyon County Idaho, more particularly described as follows:

Commencing at a found illegible aluminum disk marking the SW corner of said Government Lot 3, which bears N. 00 35' 14" E., a distance of 1320.32 feet from a found Aluminum cap stamped "PLS 16642" marking the SW corner of said Section 31; Thence along the westerly boundary of said Government Lot 3, N. 00 35' 25" E., a distance of 505.88 feet to a found 5/8 inch diameter iron pin with illegible cap marking the POINT OF BEGINNING. Said point also being the Northwest corner of Estates No. 1 at Meadow Park Subdivision as on file in Book 40 of Plats at Page 49 in the Office of the Recorder of Canyon County, Idaho;

Thence leaving said subdivision corner and continuing along the westerly boundary of said Government Lot 3, N. 00 35' 25" E., a distance of 814.05 feet to a found illegible Aluminum cap marking the Northwest corner of said Government Lot 3; Thence along the northerly boundary of said Government Lot 3, S. 89 52' 39" E., a distance of 877.82 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732" marking the beginning of a non-tangent curve right; Thence leaving said northerly boundary a distance of 15.70 feet along the arc of said curve right, having a radius of 300.00 feet, a central angle of 02 59' 56", the long chord of which bears S. 54 49' 15" E., a distance of 15.70 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732"; Thence S. 53 19' 17" E., a distance of 77.98 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732"; Thence S. 36 38' 05" W., a distance of 125.00 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732"; Thence S. 53 19' 17" E., a distance of 235.06 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732" marking the beginning of a tangent curve left; Thence a distance of 173.31 feet along the arc of said curve left, having a radius of 325.00 feet, a central angle of 30 33' 14", the long chord of which bears S. 68 35' 54" E., a distance of 171.27 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732"; Thence non tangent to said curve, S. 13 55' 31" E., a distance of 98.38 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732"; Thence S. 76 04' 29" W., a distance of 129.60 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732" marking the beginning of a non-tangent curve right; Thence a distance of 77.16 feet along the arc of said curve right, having a radius of 150.00 feet, a central angle of 29 28' 19", the long chord of which bears S. 28 36' 43" E., a distance of 76.31 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732"; Thence S. 13 52' 33" E., a distance of 31.82 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732"; Thence S. 61 51' 51" E., a distance of 36.36 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732"; Thence S. 13 55' 31" E., a distance of 50.00 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732"; Thence S. 76 04' 29" W., a distance of 22.60 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732"; Thence S. 13 55' 31" E., a distance of 130.00 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732" marking the northerly boundary of said Estates No. 1 at Meadow Park Subdivision; Thence along the northerly boundary of said Estates No. 1 at Meadow Park Subdivision the following courses and distances: Thence S. 76 04' 29" W., a distance of 185.91 feet to a found 5/8 inch diameter iron pin stamped "PLS 7729" marking the beginning of a non-tangent curve right; Thence a distance of 321.40 feet along the arc of said curve right, having a radius of 565.00 feet, a central angle of 32 35' 34", the long chord of which bears S. 73 49' 43" W., a distance of 317.09 feet to a found 5/8 inch diameter iron pin stamped "PLS 9366"; Thence N. 89 52' 31" W., a distance of 172.02 feet to a found 5/8 inch diameter iron pin stamped "PLS 9366"; Thence N. 00 07' 50" E., a distance of 10.00 feet to a found 5/8 inch diameter iron pin stamped "PLS 9366" marking the beginning of a tangent curve right; Thence a distance of 31.41 feet along the arc of said curve right, having a radius of 20.00 feet, a central angle of 89 58' 10", the long chord of which bears N. 45 07' 29" E., a distance of 28.28 feet to a found 5/8 inch diameter iron pin stamped "PLS 9366"; Thence non tangent to said curve, N. 00 07' 29" E., a distance of 70.00 feet to a found illegible 5/8 inch diameter iron pin; Thence continuing along said northerly boundary, N. 89 52' 31" W., a distance of 593.68 feet to the POINT OF BEGINNING.

This parcel contains 21.46 acres more or less.

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

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

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

In witness whereof, we have here unto set our hands this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

Donald G. Newell, Manager  
Estates 81, LLC.  
Date

ACKNOWLEDGMENT

STATE OF IDAHO }  
COUNTY OF CANYON } SS

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

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

Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
Commission expires \_\_\_\_\_

CERTIFICATE OF SURVEYOR

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

RICHARD A. GRAY



P.L.S. LICENSE NO. 7732

COMPASS LAND SURVEYING, PLLC

623 11th Avenue South Nampa, ID 83651

Office: (208) 442-0115

JN 3021

02/17/2022

SHEET 6 OF 7



PLAT OF

ESTATES AT WEST HIGHLANDS SUBDIVISION NO. 1

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

BK \_\_\_\_\_ PG \_\_\_\_\_

APPROVAL OF CITY COUNCIL

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

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

\_\_\_\_\_  
Date

APPROVAL OF CITY ENGINEER

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

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

\_\_\_\_\_  
Date

CERTIFICATE OF COUNTY SURVEYOR

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

\_\_\_\_\_  
Canyon County Surveyor

\_\_\_\_\_  
Date

APPROVAL OF SOUTHWEST DISTRICT HEALTH DEPARTMENT

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

\_\_\_\_\_  
District Health Department, EHS

\_\_\_\_\_  
Date

CERTIFICATE OF COUNTY TREASURER

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

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

\_\_\_\_\_  
Date

