



AMENDED AGENDA
City Council Meeting
City of Middleton, Idaho

Date: Wednesday May 4, 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 Amended Agenda

Information Item:

- 1.) Wastewater Treatment Plant Update and Timeline – Kasey Ketterling, T-O Engineering

Action Items:

1. Consent Agenda (items of routine administrative business) (**Action Items**)
 - a. Consider approving minutes for City Council April 20, 2022, regular meeting and the April 20, 2022, Community Open House.
 - b. Consider ratifying payroll for April 22, 2022, in the amount of \$115,294.83.
 - c. Consider approving accounts payable thru April 29, 2022, in the amount of \$105,327.64.
 - d. Consider approving the written Findings of Facts, Conclusions of Law and Order (FCO) for the Stonehaven Subdivision.
2. Consider approving a Special Events Permit for the Middleton Chamber of Commerce and waiving the associated fees for the Middleton Fourth of July Celebration to be held on July 4, 2022. – Tamara Zimmerman
3. Consider relocating the Middleton Market (Farmers Market) to Middleton Place Park and acknowledge the Middleton Chamber of Commerce as the market manager. – Becky Crofts
4. Consider approving the final plat application for the Bozic Subdivision on the condition that the following requests are approved: (1) request to vacate a 20' wide City sewer easement that is obsolete, (2) request for waiver of MCC 5-4-7.A.3 to allow bonding for streetlights/luminaries due to supply chain break down and (3) request for waiver of Supplement to ISPMC (pg. 18) to lower Hartley Lane intersection right of way from 150' to 50' which is all that is needed for the intersection traffic signal.
5. Consider approving the final plat application for Blue Meadows Subdivision No. 2
6. **Public Hearing:** Proposed increase to certain existing fees by amounts that exceed five percent (5%) of the fee from the current fiscal year and impose new administrative, building, library and permit fee service fees beginning June 1, 2022. The fee increases or new fees are necessary to cover increased costs associated with these programs/services. – Becky Crofts

7. Consider approving Resolution 468-22 a resolution of the Middleton City Council, Middleton, Canyon County, Idaho, to increase certain exiting fees by amounts that exceed five percent (5%) of the fee from the current fiscal year and impose new service fees beginning June 1, 2022 and providing an effective date. - Becky Crofts
8. Consider approving a proposal for an audio-visual system for livestreaming City Council meetings by Neurilink in an amount not to exceed \$7,653.65. – Becky Crofts

Public Comments

Information Item:

9. Budget Workshop: Revenue/Fees/Staff – Wendy Miles

Action Item:

10. **Executive Session:** (Idaho Code 74-206(1)(f)) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.
11. Consider a response to the letter from Andrea Nielsen regarding the City of Star Area of City Impact negotiations.

Mayor and Council Comments, Adjourn

Posted by:


Dawn M. Goodwin, Deputy Clerk

Date: May 2, 2022, 4:30 p.m.

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

1a

MIDDLETON CITY COUNCIL
APRIL 20, 2022

The Middleton City Council meeting on April 20, 2022, was called-to-order at 5:34 p.m. by Mayor Steven Rule.

Roll Call: Council President Kiser, Council Members Huggins, and O'Meara were present. Council Member Murray arrived at 5:37 p.m. City Attorney Doug Waterman, City Administrator Becky Crofts, Deputy Clerk Dawn Goodwin, Planning and Zoning Official Roberta Stewart, Planner Jennica Reynolds, Public Works Director Janson VanGilder and Police Chief Alan Takeuchi were present.

Pledge of Allegiance, Invocation: Norm Brown

Action Items

A. Approve Agenda

Motion: Motion by Council President Kiser to approve the agenda as posted April 15, 2022, at 4:50 p.m. Motion seconded by Council Member O'Meara and approved unanimously.

Information Items:

- 1.) Legislative Update – Representative Bruce Skaug
Representative Skaug introduced himself and stated that with the new boundaries Middleton will be in his jurisdiction and that he liked to make himself available to his city councils.
- 2.) Treasurer Report – Wendy Miles **(Exhibit A)**
City Treasurer Wendy Miles presented exhibit A to council and gave a brief recap of the FY2022 budget in regard to revenue and expenditures.
- 3.) Middleton Schools future growth plans. – Superintendent Marc Gee
Superintendent Marc Gee addressed council with an update on the current enrollment at all six (6) schools within the Middleton School District. Mr. Gee stated that Mill Creek Elementary School currently sits at 756 enrolled students, Heights Elementary sits at 503 enrolled students and that portable buildings are being used at both of these locations to facility students. Purple Sage Elementary sits at 508 enrolled students, Middleton Middle School sits at 985 enrolled schools, Middleton High School sits at 1311 enrolled students and the Academy sits at 181 enrolled students for a total of 4,244 students enrolled district wide. Mr. Gee went on to provide a snapshot of the proposed bond that the district would like to put before voters.
- 4.) Employee Recognition – Mayor Steve Rule
Mayor Rule presented City Administrator Becky Crofts with an award for ten years of service with the City of Middleton.
- 5.) Live Streaming Update – Becky Crofts
City Administrator Becky Crofts informed the council that the city had received 2 bids for the purpose of livestreaming the City Council Meetings. Mrs. Crofts stated that the bids are being reviewed and that the go-live should be three to four weeks from the date of council approval.

Action Items:

1. Consent Agenda (items of routine administrative business) (**Action Items**) (**Exhibit B**)
 - a. Consider approving minutes for City Council April 6, 2022, regular meeting.
 - b. Consider ratifying payroll for April 8, 2022, in the amount of \$86,455.13.
 - c. Consider approving accounts payable thru April 15, 2022, in the amount of \$395,861.35.
 - d. Consider approving a quote from HACH for a spare/backup/redundant part for the WWTP in an amount not to exceed \$6,732.32.
 - e. Consider approving the written Findings of Facts, Conclusions of Law and Order (FCO) for the Mill at Middleton Subdivision.

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. There were no concerns.

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. Swearing in of Middleton Police Officer Karlee Karcher – Chief Takeuchi

Mayor Rule called the item and swore Officer Karcher on the Middleton Police Department.

Mayor Rule called for a break at 6:37 p.m. to sign Middleton High School student's agendas. Mayor Rule resumed the regular meeting at 6:44 p.m.

3. Consider Approving Ordinance 662 AN ORDINANCE ENACTED BY THE MIDDLETON CITY COUNCIL AMENDING TITLE 11, CHAPTER 1, BY REPEALING AND REPLACING SECTION 11-01-01, MIDDLETON CITY CODE, PERTAINING TO SPEED LIMITS WITHIN THE CITY OF MIDDLETON; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF, IN CONFLICT HEREWITH. – Chief Takeuchi (**Exhibit C**)

Mayor Rule called the agenda item and Chief Takeuchi gave a brief background as to why the item was before council.

Motion: Motion by Council President Kiser to read Ordinance 662 by title only. Motion seconded by Council Member O'Meara and approved unanimously by roll call vote. Council President Kiser read Ordinance 662 by title only.

Motion: Motion by Council President Kiser to waive the three-reading rule and adopt Ordinance 662. Motion seconded by Council Member O'Meara and approved unanimously by roll call vote.

4. Consider approving the Summary of Ordinance 662 regarding the City's request to amend the following Middleton City Code sections: Title 11, Chapter 1, Section 11-01-01. – Becky Crofts (**Exhibit D**)

Mayor Rule called the item and City Administrator Becky Crofts explained that this allowed the city to publish the ordinance in the paper in a smaller version thus saving the city money on the publication cost.

Motion: Motion by Council President Kiser to approve the Summary of Ordinance 662 regarding the City's request to amend the following Middleton City Code Sections: Title 11, Chapter 1, Section 11-01-01. Motion was seconded by Council Member O'Meara and approved unanimously.

- 5. Public Hearing:** Application from Owner Todd Campbell of TBC Holdings, LLC and Representative Jay Walker of Kimley-Horn for annexation/zone change with respect to 3.86 acres adjacent to the Stonehaven Subdivision (0 Hartley Lane, Tax Parcel No. R344420120). The proposed zoning is R-3. – Jennica Reynolds

Mayor Rule called the item and opened the public hearing at 6:58 p.m. City Planning Staff Jennica Reynolds entered into the record **Exhibit E** the Planning and Zoning Findings of Facts, Conclusions of Law and Decision & Recommendation. Mrs. Reynolds then went on and presented **Exhibit F**.

Applicant Remarks – Jay Walker, Kimley-Horn

- 3.7 acres being requested to be changed to R-3 and annexed into the City of Middleton
- The developer agrees to all of the conditions presented in the Findings of Facts, Conclusions of Law, and Decision.
- There is a completed licensing agreement with the Middleton Mill for improvements including a pedestrian bridge and erosion blocks in the canal itself.

Public Comments: Neutral

- Mike McDougal – 1307 Greenwell, Middleton – Suggests that the city weave natural habitats into the developments so that there is little to no upkeep for the city.
- Janet Gibson – 945 Harvest Way, Middleton – QR code for all public hearings needs to be changed to date and time on the signs.
- Mike Graefe – 1883 Ridge Way, Middleton – Wants to know if the easement for the ditch is included in the 3.8 acres? Mike also stated that he thinks that another park with the city is a wonderful idea.
- Sarah Post – 8538 Telega Way, Middleton – Is concerned that at some point the city will sell the land and that the space will become buildable lots. Ms. Post would like to see the zoning be something different than the R-3 so that if the land does get sold it won't be able to be used as buildable lots.
- David Luiz – 1594 Lochness Ave, Middleton – Would like to see the city keep the use stay the way the city has previously designated it and stop making all the changes. However, the idea of this park space being adjacent with a potential future park space is a great idea.

Applicant Rebuttal – Jay Walker, Kimley-Horn

- The green space is exceeding what city code requires.

-
- Amenities that aren't in the current development are at the choice of Todd Campbell the developer.
 - The zoning of R-1 or R-3 doesn't matter per say as there will not be any homes built on this landed.
 - The pedestrian bridge will be maintained by Middleton Mill Irrigation Company, the same company who didn't want to have railing placed on the bridge and they wanted no asphalt to be placed in the vicinity of the canal as well.

Council Comments

- Council Member O'Meara voiced concern regarding ADA compliance with the bridge before the city takes ownership. Jay Walker responded that all ADA compliance was taken into account with the slope and width of the bridge which was approved by the City of Middleton Engineer. Mr. Walker stated that a handrail can be added if the city so wishes and that the width of the bridge is 12 feet which exceeds ADA compliance which is set at 4 feet.

Mayor Rule closed the public hearing at 8:02 p.m. Council discussion followed.

Motion: Motion by Council President Kiser to accept the Findings of Facts and Conclusions of Law presented in Planning Staff's presentation, the staff report and public hearing for Annexation and Zone Change with regard to 3.86 acres adjacent to Stonehaven. Motion was seconded by Council Member Huggins and approved unanimously by roll call vote.

Motion: Motion by Council President Kiser to approve the applications from Todd Campbell of TBC Holdings, LLC and Representative Jay Walker of Kimley-Horn for annexation/zone change with respect to 3.86 acres adjacent to the Stonehaven Subdivision (0 Hartley Lane, Tax Parcel No. R344420120) subject to all conditions recommended from Planning Staff and noted in the staff report. Motion was seconded by Council Member Huggins and carried unanimously by roll call vote.

6. Consider adopting Ordinance 663 for Annexation/Zone Change of 3.86 acres adjacent to the Stonehaven Subdivision (0 Hartley Lane, Tax Parcel No. R344420120) – Jennica Reynolds (**Exhibit G**)

Mayor Rule called the item. City Planning Staff presented **Exhibit G**.

Motion: Motion by Council President Kiser to read Ordinance 663 by title only. Motion seconded by Council Member Huggins and approved unanimously by roll call vote. Council President Kiser read Ordinance 663 by title only.

Motion: Motion by Council President Kiser to waive the three-reading rule and adopt Ordinance 663. Motion seconded by Council Member Huggins and approved unanimously by roll call vote.

7. Consider approving the final plat for Bozic Subdivision, including a waiver to allow 50' right of way. – Roberta Stewart

Mayor Rule called the item. City Planning Official Roberta Stewart explained that the item before council was not ready by the deadline given and would not be presented at tonight's meeting.

Motion: Motion by Council President Kiser to table the final plat of Bozic Subdivision to the regularly scheduled council meeting on May 4, 2022, at 5:30 p.m. Motion was seconded by Council Member O'Meara and carried unanimously.

Amended Motion: Motion by Council President Kiser to amend the previous motion to table the final plat of Bozic Subdivision to a date and time deemed by city staff after the application is completed. Motion was seconded by Council Member O'Meara and carried unanimously.

8. Consider approving a work order agreement with Hughes Engineering for bridge/culvert inspection services of the City of Middleton's small structures (structures between 4 to 20 feet in span) in an amount not to exceed \$8,955.00. – Jason VanGilder

Mayor Rule called the item. Public Works Director Jason VanGilder presented **Exhibit H**.

Motion: Motion by Council President Kiser to approve a work order agreement with Hughes Engineering for bridge/culvert inspection services of the City of Middleton's small structures (structures between 4 to 20 feet in span) in an amount not to exceed \$8,955.00. Motion was seconded by Council Member Huggins and carried unanimously.

Public Comments, Mayor and Council Comments:

- Nick Guho – 1300 W Osprey Ridge – Mr. Guho voiced that he was frustrated with the roadblocks that his subdivision has been facing on getting final plat approval especially since there have been so many things accomplished in regard to the development.
- Mike McDoughal – 1307 Green Ln – Middleton – Mr. McDoughal supports Mr. Gee's sentiments voiced earlier in the meeting. Mr. McDoughal also voiced concern that he felt that the residents were just doped by the approval of the Stonehaven request at tonight's meeting.
- Mike Graefe – 1889 Ridge Way, Middleton – Mr. Graefe agreed with Mr. McDoughal regarding the hearing of the Stonehaven subdivision. Mr. Graefe continued to state that the city needs to address the city code to make sure that the code protects the residents of Middleton.
- Norm Brown – Gave a brief background on the Guho property and the developer wanting to build in the subdivision. He states that the backlog on the approval of the site has the potential of shutting down a family business thus killing the owner's livelihood and that of fifteen other families.
- Council Member Murray – Would like to see a Community Council formed and would like to work with the Middleton School District more to address the traffic concerns on Hwy 44.
- Council Member O'Meara – Cody Carr contacted the Council Member in regard to GMPR helping to find someone to help the lateral board out as their maintenance worker has just retired; the culvert at Minot Street has been repaired; GMPR secured a grant in the amount of \$38,000 from Community Idaho to help with summer programs and programs at the community center.
- City Administrator Becky Crofts – Gave a brief overview of the 28 surveys returned at the Community Open House on April 14th. Seventeen out of twenty-eight results only wanted to see R-3 as the highest density for Middleton and

when asked what retail they would like to see the main response was for dine in restaurants.

- Mayor Rule – The most recent census shows the number of residents in Middleton as 9,400 but COMPASS shows Middleton at 10,736 residents in city limits.
- City Attorney Douglas Waterman – Mr. Waterman stated that in regard to the QR codes on the Public hearing signs, it was not the cities intent to have residents use there handheld devices while operating a vehicle or stopping in an hazard area to take a picture of the QR code. It was the cities intent to inform the public about a upcoming hearing so that they may go home and look on the cities website to obtain the information regarding the specific hearing.

Adjourn: Mayor adjourned the city council meeting at 9:08 PM.

ATTEST:

Steven J. Rule, Mayor

Dawn Goodwin, Deputy Clerk
Minutes Approved: May 4, 2022

EXHIBIT “A”

CITY OF MIDDLETON
FY'22 BUDGET REVIEW
3/31/2022

2021-2022 - Un-audited

<i>Revenue</i>	<i>Budget</i>	<i>Actual</i>	<i>Amt. Remaining</i>	<i>Expense to Date</i>	<i>Rev. Minus Expense</i>	<i>% Received</i>	<i>% Remaining</i>
General	\$ 3,888,744	\$2,183,362	\$ 1,705,382	\$ 1,746,854	\$ 436,507	56%	44%
Transportation	\$ 3,564,937	\$1,593,930	\$ 1,971,007	\$ 897,342	\$ 696,588	45%	55%
Library	\$ 288,062	\$136,606	\$ 151,456	\$ 103,125	\$ 33,481	47%	53%
Solid Waste	\$ 639,924	\$353,237	\$ 286,687	\$ 258,290	\$ 94,948	55%	45%
Water	\$ 1,681,181	\$1,009,384	\$ 671,797	\$ 505,590	\$ 503,794	60%	40%
Waste Water	\$ 4,409,893	\$1,869,778	\$ 2,540,115	\$ 2,333,195	\$ (463,417)	42%	58%
Storm Water	\$ 69,000	\$35,648	\$ 33,352	\$ 41,450	\$ (5,802)	52%	48%
Impact	\$ 937,000	\$415,765	\$ 521,235	\$ -	\$ 415,765	44%	56%
TOTAL:	\$ 15,478,741	\$ 7,597,709	\$ 7,881,032	\$ 5,885,845	\$ 1,711,864	49%	51%
<i>Expense</i>	<i>Budget</i>	<i>Actual</i>	<i>Amt. Remaining</i>	<i>Revenue to Date</i>	<i>Rev. Minus Expense</i>	<i>% Spent</i>	<i>% Remaining</i>
General	\$ 3,888,744	\$ 1,746,854	\$ 2,141,890	\$ 2,183,362	\$ 436,507	45%	55%
Transportation	\$ 3,564,937	\$ 897,342	\$ 2,667,595	\$ 1,593,930	\$ 696,588	25%	75%
Library	\$ 288,062	\$ 103,125	\$ 184,937	\$ 136,606	\$ 33,481	36%	64%
Solid Waste	\$ 639,924	\$ 258,290	\$ 381,634	\$ 353,237	\$ 94,948	40%	60%
Water	\$ 1,681,181	\$ 505,590	\$ 1,175,591	\$ 1,009,384	\$ 503,794	30%	70%
Waste Water	\$ 4,409,893	\$ 2,333,195	\$ 2,076,698	\$ 1,869,778	\$ (463,417)	53%	47%
Storm Water	\$ 69,000	\$ 41,450	\$ 27,550	\$ 35,648	\$ (5,802)	60%	40%
Impact	\$ 937,000	\$ -	\$ 937,000	\$ 415,765	\$ 415,765	0%	100%
TOTAL:	\$ 15,478,741	\$ 5,885,845	\$ 9,592,896	\$ 7,597,709	\$ 1,711,864	38%	62%

Total Mo.	Months	% of Year to Date
Lapsed	12	50%
	6	

EXHIBIT “B”

Quotation

Quote Number: 100755804v1

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
Website: www.hach.com

Quote Date: 03/23/22

Quote Expiration: 04/22/22

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

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

Customer Account Number : 098283

Sales Contact: Jenny Farney Email: jenny.farney@hach.com Phone: 801-230-0925

PRICING QUOTATION

Line	Part Number	Description	Qty	Extended Price
1	LXV424.99.00100	Solitax Inline sc Turbidity and Suspended Solids Insertion Probe with Wiper, Stainless Steel	1	6,732.32
Grand Total			\$	6,732.32

TERMS OF SALE

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. 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

Prepared By:

Name: Mike Bigley
Title: Canada Sales Support
Phone: 970-278-4949
Email: mbigley@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

U.S.A.

Phone: 800-227-4224
Fax: 970-669-2932
E-Mail: orders@hach.com
quotes@hach.com
techhelp@hach.com

Export

Phone: 970-669-3050
Fax: 970-461-3939
Email: 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

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

ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING

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

STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES ^{1, 2, 3, 4} Pricing Effective 4/11/2020						Collect ⁴
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. 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 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

* * *

EXHIBIT “C”

ORDINANCE NO. 662

AN ORDINANCE ENACTED BY THE MIDDLETON CITY COUNCIL AMENDING TITLE 11, CHAPTER 1, BY REPEALING AND REPLACING SECTION 11-01-01, MIDDLETON CITY CODE, PERTAINING TO SPEED LIMITS WITHIN THE CITY OF MIDDLETON; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF, IN CONFLICT HEREWITH.

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

Section 1. That Title 11, Chapter 1, Section 11-01-01 of the Middleton City Code is hereby repealed and replaced with the following:

11-01-01: SPEED RESTRICTIONS: No person shall drive a vehicle on a highway or street at a speed greater than that which is reasonable and prudent under the conditions and with regard to actual potential hazards then existing. The limits specified in this section, or established as posted, shall be maximum lawful speeds, and no person shall drive a vehicle at a speed in excess of such limits. A violation of this section shall be an infraction.

Specific Speed Limits:

- A. Parks, alleys, and unimproved roads. In any public park, or in any alley, fifteen (15) miles per hour. The term "alley" shall mean a minor public way providing secondary access at the back or side of a property for vehicle or pedestrian traffic.
- B. Subdivision street. Local streets within subdivisions shall have a speed limit of twenty (20) miles per hour.
- C. City streets. On all other streets in Middleton, twenty-five (25) miles per hour, unless otherwise posted.
- D. School zones. Twenty (20) miles per hour when any of the following exist:
 - 1. A school speed limit sign with flashing lights attached and the words "when flashing" posted and the lights are activated; or
 - 2. A school speed limit sign with "when children are present" included thereon, and there is a child or children present; or
 - 3. A school zone speed limit sign with designated time frames included thereon.

Any person that violates this subsection D shall be guilty of an infraction and shall be assessed a fixed penalty of \$100.00 excluding court costs and fees.

Section 2. This ordinance shall be in full force and effect from and after its passage, approval, and publication, according to law.

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

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

PASSED BY THE COUNCIL OF THE CITY OF MIDDLETON, IDAHO, this 20th day of April, 2022.

APPROVED BY THE MAYOR OF THE CITY OF MIDDLETON, IDAHO, this 20th day of April, 2022.

ATTEST:

Steve Rule, Mayor

City Clerk (or Deputy)

EXHIBIT “D”

**ORDINANCES OF THE CITY OF MIDDLETON
NOTICE OF ADOPTION AND SUMMARY OF
AMENDED AND RESTATED ORDINANCE NO 662**

AN ORDINANCE ENACTED BY THE MIDDLETON CITY COUNCIL AMENDING TITLE 11, CHAPTER 1, BY REPEALING AND REPLACING SECTION 11-01-01, MIDDLETON CITY CODE, PERTAINING TO SPEED LIMITS WITHIN THE CITY OF MIDDLETON; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF, IN CONFLICT HEREWITH.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF MIDDLETON, COUNTY OF CANYON, STATE OF IDAHO:

Section 1. Amends Title 11, Chapter 01, Section 11-01-01 of the Middleton City Code by repealing and replacing the city code pertaining to speed restrictions within the City of Middleton.

Sections 2 through 4. Provides that this ordinance shall be in full force and effect from and after its passage, approval, and publication, according to law; provides for severability; repeals conflicting ordinances, resolutions, and orders.

Ordinance No. 662 provides an effective date, which shall be on the 20th day of April, 2022. Ordinance No. 662 was passed by the Council and approved by the Mayor on the 20th day of April, 2022. The full text of the Ordinance is available at Middleton City Hall, 1103 W Main St, Middleton, ID 83644. The Mayor and City Council approved the foregoing summary on the 20th day of April, 2022, for publication on the _____ day of _____, 2022, pursuant to Idaho Code § 50-901A.

Mayor Steve Rule

ATTEST: Becky Crofts, City Clerk

STATEMENT OF LEGAL ADVISOR

I have reviewed the foregoing summary and believe that it provides a true and complete summary of Ordinance No. 659 and provides adequate notice to the public as to the contents of such ordinance.

DATED this ____ day of _____, 2022.

Douglas Waterman, Attorney for City of Middleton

EXHIBIT “E”

Middleton Planning & Zoning Commission

Findings of Facts, Conclusions of Law, and Decision & Recommendation



In the Matter of the Request of TBC Holdings, LLC and Kimley-Horn for Annexation and Zone Change with respect to the 3.86 acres adjacent to the Stonehaven Subdivision located at 0 Hartley Lane (Tax Parcel No. R344420120):

A. Findings of Fact:

1. **Hearing Facts:** See Staff Report for the hearing date of March 14, 2022, which Report is attached hereto as Exhibit "1" and incorporated herein by this reference.
2. **Process Facts:** See Staff Report for the hearing date of March 14, 2022, Exhibit "1".
3. **Application and Property Facts:** See Staff Report for the hearing date of March 14, 2022, Exhibit "1".
4. **Required Findings per Middleton City Code 1-14-2(E)(7), Idaho State Statute Title 67, Chapter 65, and Title 50, Chapters 2 & 13; Idaho Standards for Public Works Construction and Middleton Supplement thereto; and Middleton City Code 1-14, 1-15, 5-1, 5-2, 5-3, and 5-4:** See Staff Report for the hearing date of March 14, 2022, Exhibit "1".

B. Conclusions of Law:

1. That the City of Middleton exercised the powers conferred upon it by the "Local Land Use Planning Act of 1975," codified at Chapter 65, Title 67, Idaho Code (I.C. §67-6503).
2. That due consideration has been given to the 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.
3. That notice of the application and public hearing was given according to law.
4. That Planning and Zoning Commission's public hearing was conducted according to law, and the City has kept a record of the application and related documents.
5. That codes and standards applicable to the application are the Idaho Standards for Public Works Construction, the Middleton Supplement to the Idaho Standards for Public Works Construction, and Middleton City Code 1-14, 1-15, 5-1, 5-2, 5-3, and 5-4 and Idaho State Code Secs., 67-6503, 67-6509, 67-6511, 67-6513, 50-222, 50-1301 through 50-1329.
6. That public facilities and services required by the proposed development will not impose expense upon the public if the attached conditions of approval are imposed.
7. That this recommendation is subject to the Conditions of Approval set forth in the

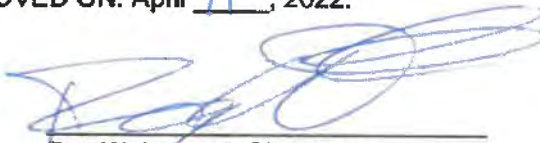
attached Staff Report for the hearing date of March 14, 2022, Exhibit "1".

C. Decision and Recommendation:

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

1. City Council approve the application of TBC Holdings, LLC and Kimley-Horn for Annexation and Zone Change with respect to the 3.86 acres adjacent to the Stonehaven Subdivision located at 0 Hartley Lane (Tax Parcel No. R344420120) subject to the conditions of approval set forth, including an amendment to the previous FCO (December 2020) to change the designation of the parcel from "nature preserve/wildlife habitat" to park or open space in the Staff Report for the March 14, 2022 public hearing on the matter. (Exhibit "1")

WRITTEN RECOMMENDATION APPROVED ON: April 11, 2022.


Ray Waltemate, Chairman
Planning and Zoning Commission

Attest:


Jennica Reynolds
Planning and Zoning Department

Please take notice that pursuant to MCC 1-14-2(E)(10), applicant shall have 14 days after a signed final decision to request reconsideration by the final-decision maker. Such request must identify specific deficiencies in the final decision. Failure to request reconsideration may invalidate a subsequent judicial appeal. Additionally, pursuant to Idaho State Statute 67-6521, any affected person aggrieved by a final decision may, within 28 days after all remedies have been exhausted under local ordinances, seek judicial review as provided in chapter 52, Title 67.

Exhibit “1”

Stonehaven Annexation

Staff Report

P&Z Hearing

3-14-2022

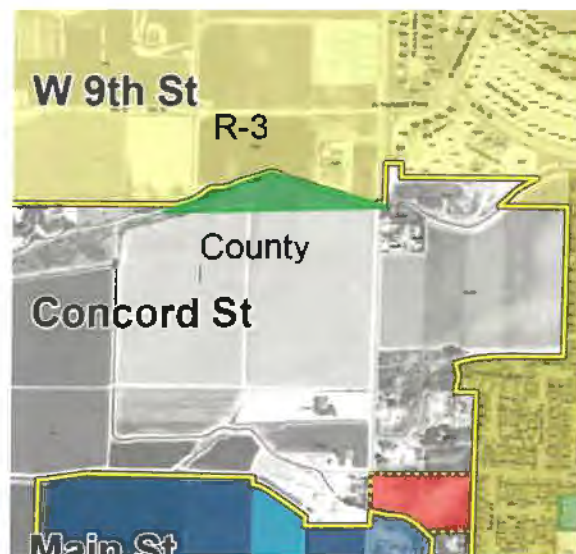


STAFF REVIEW AND REPORT Middleton Planning and Zoning Commission

Stonehaven Annexation and Zone Change



- A. **Planning & Zoning Commission Hearing Date:** March 14, 2022
- B. **Applications:** Annexation and Zone Change of approximately 3.7 acres adjacent to the Stonehaven Subdivision located at 0 Hartley Lane (Tax Parcel No. R344420120). The proposed zoning is R-3.
- C. **Current Zoning & Property Condition:** The property is currently located in Canyon County and zoned Agriculture.



- D. Annexation:** Applicant is requesting the entire 3.7-acre parcel be annexed into the City of Middleton. In December 2020 the City Council approved the Stonehaven Amended Preliminary Plat. The City agreed to accept the parcel as the open space required for the subdivision per MCC 5-4-10-10. The FCO states as a condition of approval, the parcel "must be annexed and remain as a natural preserve, unimproved with wildlife habitat and connected by a pedestrian bridge to Durness Bay Ave" before the City will issue building permits for lots in Phase 6. (Exhibit "A")

The parcel is currently unimproved, overgrown with weeds and slopes gradually down to a ditch bank. The topography and location of the property do not lend itself well to a nature preserve. A better and higher use would be to designate the parcel as a future public park/open space that will allow for future improvements to be made.

According to Idaho State Code 50-222 there are primarily three requirements for Annexation: (1) the property is contiguous to City limits (2) City sewer and water can be extended to the serve the site, and (3) the annexation is deemed to be an orderly development of the City and is not materially detrimental to the public health, safety and welfare of City Residents.

Planning staff finds the Applicant's project meets all three of the Idaho State Code requirements: (1) the property is contiguous to City limits. (2) City sewer and water can be extended to serve the site. However, this is not applicable as the site is sloped and will not have any residential building lots but will remain public open space. (3) The annexation is deemed to be an orderly development of the City and is not materially detrimental to the public health, safety and welfare of City Residents because it prevents county enclaves being created that can hamper orderly development of the City. Furthermore it creates additional public park space in an "infill area" which is good for the residents and community.

In addition, MCC 5-4-10-2 requires that developers do all the frontage and half road improvements adjacent their parcel and the Stonehaven Developer will be required to do such improvements.

As conditions of this annexation, Planning staff recommends the following conditions:

1. The previous FCO be amended to designate the parcel for use as a public park/open space.
2. The Developer/City shall complete the annexation process with the State Tax Commission, prior to the City issuing building permits for Phase 6.
3. The Developer shall construct a pedestrian bridge to Durness Bay Ave prior to the City issuing building permits for Phase 6.
4. The Developer shall improve Hartley (frontage and ½ road improvements) at the location where the parcel abuts Hartley and then dedicate those improvements to the City. These improvements will be done in conjunction with improvements completed for Stonehaven Phase 8.

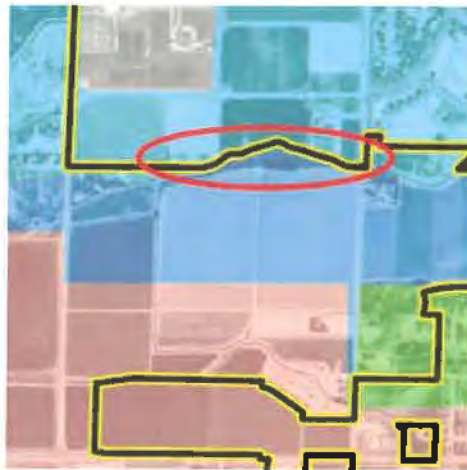
5. The Developer shall improve 25% of the irrigation crossing to the parcel, or if it is not ready for improvement, then the developer will make a 25% payment in lieu. Payment to be received by Final Plat approval of Stonehaven Phase 8.
6. Prior to Final Plat approval of Stonehaven Phase 8 the developer shall deed the parcel to the City for use as a future public park/open space.

D. Zone Change: Applicant is requesting the zoning of the parcel to be changed to R-3 for use as a park or other open space amenity. Parks are an allowable in the R-3 zone.

According to Idaho State Code 67-6511 there are two items the governing body needs to consider: (1) Whether it has any effect on the delivery of City services for sewer and water and (2) whether it is in conflict with the policies of the Comprehensive Plan.

Planning staff finds the Applicant's project (1) does not have an effect on the delivery of City sewer and water services because the site will not have any residential building lots, thus negating the need for City services, and (2) as will be shown below the project is not in conflict with the policies of the Comprehensive Plan.

F. Comprehensive Plan & Land Use Map: Applicant's project complies with the Comprehensive Plan's Future Land Use Map because the project is designated Residential (blue color) on the Land Use Map, which matches the Residential Use and open space planned for the site.



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

- a. *Goal 9:* Increase the number of parks throughout the City by the development and dedication of land and pathways for parks and recreation.
- b. *Goal 10:* Locate and design parks, open spaces, recreational facilities and public facilities that encourage physical activity.

G. Comments from Planning Staff: Planning Staff comments attached as (Exhibit “B”).

H. Comments Received from Surrounding Landowners: (Exhibit “C”).
Email from Elizabeth Beach – opposed to the zone change. She believes the parcel should remain the previously designated “nature reserve”.

I. Comments from Agencies: (Exhibit “D”).
Sawtooth Law Offices, PLLC - Letter dated March 7, 2022, for Canyon Hill Ditch Company addressing easement.

J. Applicant Information: Application from Owner Todd Campbell of TBC Holdings, LLC, P.O Box 140298, Boise, ID 83714 and Representative Jay Walker of Kimley-Horn, 849 E State St. 103 Suite, Eagle, ID 83616.

K. Notices:	Dates:
Neighborhood Meeting	10/27/2021
Newspaper Notification	2/27/2022
Radius notification mailed to Adjacent landowners within 300'	2/25/2022
Circulation to Agencies	2/25/2022
Sign Posting property	2/25/2022

Planning Staff finds that notice was given according to Idaho State Law and Middleton City Code.

KL. Applicable Codes and Standards:
Idaho Code Secs., 67-6503, 67-6509, 67-6511, 67-6513, 50-222, 50-1301 through 50-1329.
Idaho Standards for Public Works Construction, the Middleton Supplement to the Idaho Standards for Public Works Construction.
Middleton City Code 1-14, 1-15, 5-1, 5-2, 5-3, and 5-4.

M. Conclusions and Recommended Conditions of Approval:

The Planning & Zoning Commission is tasked with considering the applications for Annexation and Zone Change and making a recommendation to City Council for approval or denial of the application.

Per State Law and the Middleton City Code, any recommendation must be based upon *General Facts and Conclusions of Law*.

As to General Facts, Planning Staff has set forth general facts as stated above. If the Commission agrees with those general facts and agrees with the testimony and

evidence presented at the public hearing, the Commission needs to make a motion to accept the general facts set forth in the staff report and public hearing.

As to Conclusions of Law, Planning Staff finds that the Planning & Zoning Commission has the authority to hear these applications and to recommend approval or denial of the applications. Additionally, Planning Staff notes that all public notice requirements were met. Planning Staff further set forth the portions of the Idaho State Code and Middleton Code to be considered in making a recommendation on the applications. If the public hearing is held and conducted in compliance with Idaho State Statute and the Middleton City Code, then the Commission may accept these conclusions of law by passing a motion to accept the conclusions of law set forth in the staff report and public hearing.

If the Commission is inclined to recommend approval of the applications based upon the above *General Facts and Conclusions of Law*, then Planning Staff recommends that any approval be subject to the following conditions:

1. The previous FCO be amended to designate the parcel for use as a public park/open space.
2. Developer to complete the annexation process with the State Tax Commission, prior to the City issuing building permits for Phase 6.
3. Developer to construct a pedestrian bridge to Durness Bay Ave prior to the City issuing building permits for Phase 6.
4. Prior to Final Plat approval of Stonehaven Phase 8, the developer shall improve Hartley at the location where the nature preserve abuts Hartley and then dedicate those improvements to the City.
5. Prior to Final Plat approval of Stonehaven Phase 8, the developer shall either improve 25% of the irrigation crossing on Hartley Road to cover the nature preserve portion, or if it is not ready for improvement, then the developer will make a 25% payment in lieu. Payment to be received by Final Plat approval of Stonehaven Phase 8.
6. Prior to Final Plat approval of Stonehaven Phase 8 the developer shall deed the parcel to the City for use as a public park/open space area.

Finally, if the Commission denies the application, pursuant to Middleton City Code 1-14(E)(8), the Commission must state on the record what Applicant can do, if anything, to gain approval of the application.

Exhibit “A”

FCO December 2020



CITY OF MIDDLETON City Council

Stonehaven Amended Preliminary Plat

October 20, 2020 Application

November 9, 2020 P&Z Approval

November 18, 2020 CC Approval

December 2, 2020 CC FCO's

Findings of Fact, Conclusions of Law, and Decision

SUMMARY OF THE REQUEST

A request by TBC Holdings, LLC and Todd Campbell Construction, Inc. for approval of an amended preliminary plat with a revised phasing plan and lot configuration consisting of eight phases and 239 single family residential lots, to accommodate Middleton City Code requirement for secondary vehicular access for Stonehaven Subdivision, located on approximately 78.17 acres west of Hartley Lane, south of Willis Road, east of Emmett Road, and mostly north of Canyon Hill Canal.

FINDINGS OF FACT

1. **Applicant:** TBC Holdings, LLC
P.O. Box 140298
Boise, ID 83714
2. **Application:** The application was accepted by the City on October 20, 2020
3. **Applicable Codes and Standards:**
Idaho Code Title 67, Chapter 65
Middleton City Code (MCC) 1-14-5; 1-15-1; 5-4-4
4. The Planning and Zoning Commission recommended that City Council approve the amended preliminary plat.
5. **Written Agency Responses Received to Date:** none.
6. **Written Property Owners Responses Received to Date:** none.
7. **Preliminary Plat Standards:** Per City Code Section 5-4-4.



CITY OF MIDDLETON City Council

CONCLUSIONS OF LAW

Notice of the Application was given according to law. The City Council Public Meeting was conducted according to law, and the City has kept a record of the application and related documents.

DECISION

Based on the Findings of Facts, and Conclusions of Law, the City Council hereby recommends approval of the preliminary plat with the following conditions:

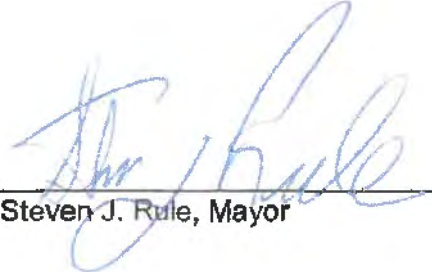
1. City of Middleton municipal domestic water, fire flow and sanitary sewer services are extended to serve the subdivision.
2. Comply with MCC 5-4-10-10, open space requirement: Lot 3, Block 4, Phase 4 with an amenity as defined in MCC 1-3-1, together with Lot 30, Block 8, Phase 6 which must be annexed and remain as a natural preserve, unimproved with wildlife habitat and connected by a pedestrian bridge to Dumess Bay Ave. Annexation to occur before the City will issue building permits for lots in Phase 6.

MOTION TO APPROVE BY CITY COUNCIL ON: November 18, 2020

NOTICE

This decision is deemed by Idaho law to be a final decision. An affected person aggrieved by a final decision may within twenty-eight (28) days after all remedies have been exhausted under local ordinances seek judicial review as provided by title 67 chapter 65, Idaho Code. The applicant has a right to request to the City a regulatory taking analysis pursuant to section 67-8003, Idaho Code.

Signed: December 2, 2020.


Steven J. Rule, Mayor

Attest:


Bruce Bayne,
Planning and Zoning Official

Exhibit “B”

Comments from
Planning Staff

Jennica Reynolds

From: Jennica Reynolds
Sent: Friday, February 25, 2022 3:52 PM
To: Walker, Jay; Todd Campbell; Dean Waite; Amy Laverty
Cc: Roberta Stewart; Scheibner, Alec; Candrian, Connor
Subject: RE: Stonehaven #6 Annexation application - receipt
Attachments: Stonehaven Annex Notice - Posting Box - PZ 3-14-2022.pdf

Team,

We are taking the annexation to Planning and Zoning on March 14th. (See attached)

Our team has discussed the Annexation and the engineer has brought these items to our attention. When you are doing the improvements to Hartley Rd for Stonehaven 8 we need you to do the following:

1. Improve Hartley at the location where the nature preserve abuts Hartley and then dedicate those improvements to the City.
2. Either improve 25% of the irrigation crossing to cover the nature preserve portion, or if it's not ready for improvement, then Stonehaven will make a 25% payment in lieu.

These will be conditions of approval listed in the Staff Report. Just wanted to give you a heads up.

Thanks,

Jennica Reynolds

Jennica Reynolds
Deputy Clerk, Planning
City of Middleton
208-585-3133
jreynolds@middletoncity.com

From: Walker, Jay <Jay.Walker@kimley-horn.com>
Sent: Friday, October 29, 2021 6:36 AM
To: Jennica Reynolds <jreynolds@middletoncity.com>; Todd Campbell <tddcampbell@gmail.com>; Dean Waite <pm.tccinc@gmail.com>; Amy Laverty <estimating.tcc@gmail.com>
Cc: Roberta Stewart <rstewart@middletoncity.com>; Scheibner, Alec <Alec.Scheibner@kimley-horn.com>; Candrian, Connor <Connor.Candrian@kimley-horn.com>
Subject: RE: Stonehaven #6 Annexation application - receipt

Jennica and all,

Thank you for the review of the 5H#6 nature reserve application and acceptance. We appreciate you sending the receipt for our records. We will await the hearing date and coming action items to complete this process.

Kind regards – enjoy Friday,

Jay Walker, Principal

AllTerra Consulting | www.allterraconsulting.com
849 E. State Str., Ste 104
Eagle, Idaho 83616
Cell 208.484.4479
jwalker@allterraconsulting.com



"Life's most persistent and urgent question is: 'What are you doing for others?'"
-Dr. Martin Luther King, Jr.

As of July 1, 2021, announces...

Jay Walker

849 East State Str, Ste 1004/103
Eagle, Idaho 83616

Kimley-Horn | Direct 208.906.0883 | Mobile: 208.484.4479
<https://www.kimley-horn.com/>

Celebrating 13 years as one of FORTUNE's 100 Best Companies to Work For

From: Jennica Reynolds <jreynolds@middletoncity.com>
Sent: Thursday, October 28, 2021 5:22 PM
To: Walker, Jay <Jay.Walker@kimley-horn.com>; Todd Campbell <tddcampbell@gmail.com>
Cc: Roberta Stewart <rstewart@middletoncity.com>
Subject: Stonehaven #6 Annexation application

Gentlemen,
The city has received the annexation application and fee for Stonehaven #6 Nature Preserve. Please see the attached receipt.

Thank You,
Jennica Reynolds
Deputy Clerk, Planning
City of Middleton
208-585-3133
jreynolds@middletoncity.com

Exhibit “C”

Comments from
Surrounding
Landowners

From: [Elizabeth Beach](#)
To: [Jennica Reynolds](#)
Cc: [e.beach](#)
Subject: Public Hearing Notice -- Annexation/Zone Change -- Stonehaven
Date: Thursday, March 3, 2022 2:08:29 PM

I would like to make known my objection to the proposed zoning change. Any parcel previously designated "nature preserve" should remain as such to be consistent with the City's stated goals of keeping a rural characteristic.

In this case, I believe the "nature preserve" lot-size calculation allowed the other open-spaces in Stone Haven to be much smaller and less in number. Seems to me, if this zoning change takes place, then the previous Plat approval must be nullified and the approval process begun anew.

Furthermore, I believe a rezoning of this type and in this situation will set a very bad precedent, and is contrary to the Mayor's stated goal of controlled growth.

I am writing this email as I am unable to attend the upcoming PZ meeting. I appreciate it if you pass my opinion on to the Commission, as well as the Mayor.

Sincerely,

Elizabeth Beach
567 Mountain St
Middleton, ID 83644

Sent from my iPhone

Exhibit “D”

Comments from Agencies

Boise Office
1101 W. River St.
Suite 110
Boise, Idaho 83702
Tel. (208) 629-7447

Challis Office
1301 E. Main Ave.
P.O. Box 36
Challis, Idaho 83226
Tel. (208) 879-4488

Twin Falls Office
213 Canyon Crest Drive
Suite 200
Twin Falls, Idaho 83301
Tel. (208) 969-9585

Fax (all offices)
(208) 629-7559

Jennica Reynolds
Middleton Planning and Zoning Official
P.O. Box 487
Middleton, Idaho 83644

Re: Stonehaven Subdivision - Annexation/Zone Change

Dear Ms. Reynolds:

The Canyon Hill Ditch Company has a ditch and easement that run through or abuts this property. The easement is 25 feet each side from the top of bank. The developer must contact Canyon Hill Ditch Company's attorney, Sawtooth Law Offices, PLLC, for approval before any encroachment, change of easement, or drainage discharge into Canyon Hill Ditch Company's facilities occurs. Canyon Hill Ditch Company must review irrigation and storm water drainage plans and construction plans prior to any approval.

Canyon Hill Ditch Company generally requires a License Agreement prior to any approval for the following reasons:

1. Relocation of a facility which would also require a new easement and relinquishment of the old easement once the relocation has been completed.
2. Piping of a facility.
3. Encroachment on a facility with gas, water and sewer lines, utility lines, roadways, bridges or any other structures.
4. Drainage discharges into any facilities.

Also, please be advised that Canyon Hill Ditch Company does not approve of trees within its easement. Therefore, any existing trees within easement will need to be removed. On occasion, Canyon Hill Ditch Company may make exceptions on a case by case basis, which requires the developers/owners to obtain written permission from Canyon Hill Ditch Company for existing trees to remain.

Please contact me if you have any questions.

Yours very truly,



S. Bryce Farris

www.sawtoothlaw.com
Attorneys licensed in Idaho, Montana, Oregon and Washington



David P. Claiborne

S. Bryce Farris

Evan T. Roth

Daniel V. Steenson

Andrew J. Waldera

Brian A. Faria

Patricia Larrocea-Phillips

John A. Richards

Matthew A. Starzen

Katie L. Vandenberg-Van Vleet

James R. Bennetts (retired)

EXHIBIT “F”

Accession	207483
Acres	3.86 acres
Current Zoning	Concord County Ag
Proposed Zoning	R-3 for use as a park
Current Land Use	Residential
Proposed Land Use	Residential




STONEHAVEN ANNEXATION & ZONE CHANGE



1

The parcel is currently unimproved, overgrown with weeds and slopes gradually down to a ditch bank. If the City requires the parcel to remain unimproved as ordered in the FCO it will not benefit the residents and could become a weedy, unsightly fire hazard. If the parcel designation is changed, it would allow for future improvements should the City choose to do so.

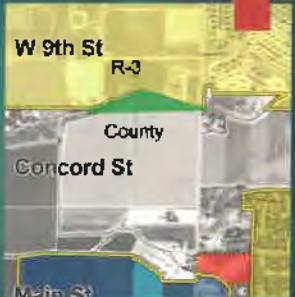
This designation change would still require the parcel to remain a public park/open space.



4

Applications:
Annexation and Zone Change of 3.86 acres adjacent to the Stonehaven Subdivision. The proposed zoning is R-3.


Property is currently located in Canyon County and zoned Agriculture.



2

According to Idaho State Code 50-222 there are primarily three requirements for Annexation:

- (1) The property is contiguous to City limits.
- (2) City sewer and water can be extended to the serve the site.
- (3) The annexation is deemed to be an orderly development of the City allowing efficient and economical extension of City services.





5

Background information:

In December 2010, City Council approved the Stonehaven Planning Plat. At that time, the City agreed to accept this parcel as the open space required for the subdivision per Middleton City Code.

The FCO states as a condition of approval, the parcel "must be annexed and remain as a natural preserve, unimproved with wildlife habitat and connected by a pedestrian bridge to Burness Bay Ave" before the City will issue building permits for lots in Phase 4.


(Exhibit "A" of full staff report)

3

Planning staff finds the Applicant's project meets all three of the Idaho State Code requirements:

- (1) The property is contiguous to City limits.
- (2) City sewer and water can be extended to serve the site. However, this is not applicable as the site is sloped and will not have any residential building lots but will remain public open space.
- (3) The annexation is orderly and economical because it is in an area of planned city growth and annexing it prevents a county enclave from being created which could hamper orderly development of the City in the future. Finally, the annexation will provide additional public park and open space which is good for the community.



6

In addition, MCC 5-4-10-7 requires that developers do all the frontage and half road improvements adjacent their parcel. This parcel is adjacent to Hartley Road which is identified on the Middleton Supplement to the ISPRC as a future three-lane collector road with landscape buffer and an 8 ft asphalt pathway. As a condition of approval, the Stonehaven Developer will be required to construct these improvements.



7

According to Idaho State Code 67-6511 there are two findings the City Council must make before approving the zone change request:

- (1) The zone change will not adversely affect the City's delivery of services; and
- (2) the request is in harmony with the Comprehensive Plan.

10

As conditions of this annexation, Planning staff recommends the following conditions:

1. The previous designation of the parcel as ordered in the December 2020 RCO as a nature preserve to be changed to designate the parcel for use as a public park/open space.
2. The Developer/City shall complete the annexation process with the State Tax Commission prior to the City issuing building permits for Phase a.
3. The Developer shall construct a pedestrian bridge to Guiness Bay Ave prior to the City issuing building permits for Phase a.
4. The Developer shall improve Hartley (frontage and 1/2 road improvements) at the location where the parcel abuts Hartley and then dedicate those improvements to the City. These improvements will be done in conjunction with improvements completed for Stonehaven Phase B.
5. The Developer shall improve 25% of the irrigation crossing to the parcel, or if it is not ready for improvement, then the developer will make a 25% payment in lieu. Payment to be received by final Plat approval of Stonehaven Phase B.
6. Prior to final Plat approval of Stonehaven Phase B the developer shall deed the parcel to the City for use as a future public park/open space.

8

Planning staff finds the Zone Change:

- (1) Will not adversely affect the City's ability to deliver services because the site will not have any residential building lots, thus negating the need for City services; and
- (2) As will be shown below, the project is in harmony with the Comprehensive Plan.

11

Zone Change:

Applicant is requesting the zoning of the parcel to be changed from County Ag to City R-3 for use as a park or other open space amenity.

Parks are an allowable use in the R-3 zone.



9

Comprehensive Plan and Land Use Map:

Applicant's project conforms with the Comprehensive Plan's Future Land Use Map:

Project is designated Residential on the Map (blue). Parks and open space are an allowable use in this area.



12



13



16



14



17



15



18

Applicable Codes and Standards:

- ▶ Idaho Code Sects. 67-6503, 67-6509, 67-6511, 67-6513, 50-222, 50-1301 through 50-1329.
- ▶ Idaho Standards for Public Works Construction, the Middleton Supplement to the Idaho Standards for Public Works Construction.
- ▶ Middleton City Code 1-14, 1-15, 5-1, 5-2, 5-3, and 5-4.



19



Findings of Facts:

Planning Staff has presented the Findings of Facts as noted previously. If City Council agrees with the testimony, evidence and Findings of Facts presented at the public hearing, then City Council may pass a motion to accept the Findings of Facts presented in the staff report and public hearing.

22



Planning and Zoning Commission Recommendation:

The Planning and Zoning Commission heard the applications in a public hearing on March 14, 2022. The Commission recommended approval of both the Annexation and Zone Change applications subject to the conditions of approval set forth in the Staff Report for that hearing, including changing the designation of the parcel from "natural preserve/wildlife habitat" to park or open space.

(A Copy of the HCR from the P&Z hearing - (enter as Exhibit E))

20



As to Conclusions of Law:

Planning Staff finds that the City Council has the authority to hear these applications and to approve or deny the applications. In addition, Planning Staff notes that:

- All public notice requirements were met.
- Planning Staff identified the portions of the Idaho State Code and Middleton City Code to be considered in making a decision on the applications.

If the public hearing is held and conducted in accordance with Idaho State Statute and the Middleton City Code, then City Council may pass a motion to accept the Conclusions of Law presented in the staff report and public hearing.

23



Conclusions and Recommended Conditions of Approval:


Before City Council's final consideration of the Annexation and Zone Change applications and a decision of approval or denial.

According to Idaho State Law and the Middleton City Code, any decision must be based upon Findings of Facts and Conclusions of Law.

21

If the City Council decides to approve the applications based upon the above Findings of Facts and Conclusions of Law, then Planning Staff recommends that any approval be subject to the following conditions:

1. The previous designation of the parcel as ordered in the December 2020 FCO as a natural preserve to be changed to designate the parcel for use as a public park/open space.
2. Developer to complete the annexation process with the State Tax Commission, prior to the City issuing building permits for Phase 8.
3. Developer to construct a pedestrian bridge to Durness Bay Ave prior to the City issuing building permits for Phase 8.
4. Prior to Final Plat approval of Stonehaven Phase 8, the developer shall improve Hartley at the location where the natural preserve abuts Hartley and then dedicate those improvements to the City.
5. Prior to Final Plat approval of Stonehaven Phase 8, the developer shall either improve 25% of the irrigation crossing on Hartley Road to cover the natural preserve portion, or if it is not ready for improvement, then the developer will make a 25% payment in lieu. Payment to be received by Final Plat approval of Stonehaven Phase 8.
6. Prior to Final Plat approval of Stonehaven Phase 8, the developer shall deed the parcel to the City for use as a public park/open space area.



24



EXHIBIT “G”

ORDINANCE NO. 663
Stonehaven Subdivision Nature Preserve Annexation – Parcel No. 34442012

AN ORDINANCE OF THE CITY OF MIDDLETON, CANYON COUNTY, IDAHO, ANNEXING TO THE CITY OF MIDDLETON, IDAHO, CERTAIN REAL PROPERTY SITUATED IN THE UNINCORPORATED AREA OF CANYON COUNTY, IDAHO, AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF MIDDLETON, IDAHO; ESTABLISHING THE ZONING CLASSIFICATION OF SAID REAL PROPERTY TO R-3 (SINGLE-FAMILY RESIDENTIAL); DIRECTING THAT COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIDDLETON, COUNTY OF CANYON, STATE OF IDAHO:

Section 1. That the Middleton City Council, upon recommendation of the Planning & Zoning Commission, and following the public notice and hearing procedures set forth in the Local Land Use Planning Act (Idaho Code, Title 67, Chapter 65) and Middleton City Code Title 1, Chapter 14, approved the Annexation and Rezone of the Stonehaven Subdivision Nature Preserve (Parcel No. 34442012) at a public hearing held on April 20, 2022.

Section 2. The following described property, commonly known as 0 Hartley Lane (Tax Parcel No. 34442012), comprising approximately 3.87 acres, more or less, is contiguous to the City of Middleton, Idaho; the annexation enables the orderly development of the City; and the applicant has requested that the property described in Exhibit “A” should be annexed into the City of Middleton as R-3 (Single Family Residential):

See legal description attached hereto as Exhibit “A” and made a part hereof by this reference.

Section 3. That the above-described property is hereby annexed into the corporate limits of the City of Middleton and zoned R-3 (Single Family Residential).

Section 4. That the City Engineer and the Planning & Zoning Director of the City of Middleton, Idaho, are hereby instructed to so designate the same above-described property on the official zoning map and other area maps of the City of Middleton, Idaho as lying within the city limits and zoned R-3 (Single Family Residential).

Section 5. All ordinances, resolutions, orders or parts thereof in conflict herewith are hereby repealed, rescinded and annulled.

Section 6. This ordinance shall be in full force and in effect from and after its passage, approval and publication, according to law.

Section 7. The Clerk of the City of Middleton, Idaho shall, within 10 days following the effective date of this ordinance, duly file a certified copy of this ordinance and a map prepared in a draftsman-like manner plainly and clearly designating the boundaries of the City of Middleton, including the land herein annexed, with the following officials of the County of Canyon, State of Idaho, to-wit: the Recorder, Auditor, Treasurer and Assessor and shall file simultaneously a certified copy of this ordinance with the State Tax Commission of the State of Idaho, all in compliance with Idaho Code§ 63-215.

PASSED BY THE COUNCIL OF THE CITY OF MIDDLETON, IDAHO, this 20th day of April, 2022.

APPROVED BY THE MAYOR OF THE CITY OF MIDDLETON, IDAHO, this ____ day of April, 2022.

Attest:

Steven J. Rule
Mayor, City of Middleton

Becky Crofts
City Clerk

EXHIBIT A

Legal Description of Annexed Property



Kimley Horn
Date: October 7, 2021
Job No.: 4521

NATURE PRESERVE BOUNDARY DESCRIPTION

The following Describes a Parcel of Land being a portion of the SE 1/4 NW 1/4 and SW 1/4 NW 1/4 of Section 1, Township 4 North, Range 3 West, Boise Meridian, Canyon County Idaho, and more particularly described as follows:

BEGINNING at a found Aluminum Cap stamped "Brownell PLS 8960" Marking the SE Corner of the NW 1/4 (Center 1/4 Corner) of said Section 1; From which, the NE Corner of said SE 1/4 NW 1/4 (Center North 1/16th Corner), bears North 01°12'21" East, 1,318.63 feet which is being Monumented with a found 5/8" Iron Pin with Plastic Cap "Skinner LS 3627";

Thence along the Easterly Boundary Line of the SE 1/4 NW 1/4 of said Section 1, North 01°12'21" East, 19.61 feet to a point on the Centerline of the Canyon Hill Canal;

Thence leaving said Easterly Boundary Line, and along the Centerline of the Canyon Hill Canal the following courses and distances:

- 1) South 71°29'41" West, 44.23 feet to a point;
- 2) North 88°10'32" West, 46.59 feet to a point;
- 3) North 77°37'37" West, 52.38 feet to a point;
- 4) North 67°27'31" West, 57.21 feet to a point;
- 5) North 63°03'07" West, 86.03 feet to a point;
- 6) North 74°31'21" West, 154.71 feet to a point;
- 7) North 69°11'18" West, 75.06 feet to a point;
- 8) North 73°11'52" West, 58.91 feet to a point;
- 9) North 74°14'17" West, 112.63 feet to a point;
- 10) North 66°17'36" West, 29.80 feet to a point;
- 11) North 58°25'31" West, 34.02 feet to a point;
- 12) North 69°33'13" West, 38.66 feet to a point;
- 13) North 83°22'56" West, 25.48 feet to a point;
- 14) South 76°44'38" West, 28.17 feet to a point;
- 15) South 71°09'12" West, 73.35 feet to a point;

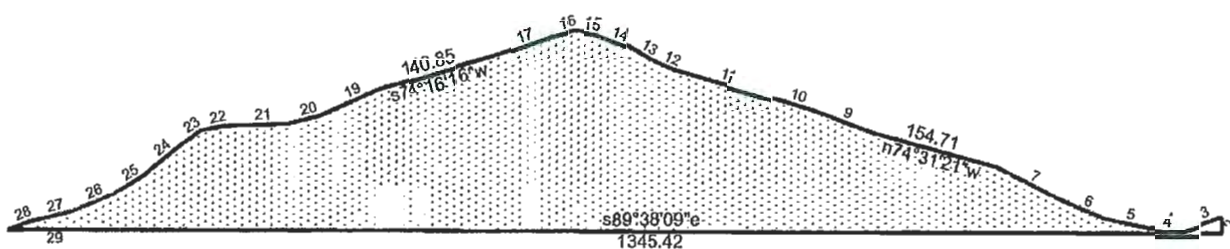
- 16) South 74°16'16" West, 140.85 feet to a point;
- 17) South 66°05'26" West, 77.84 feet to a point;
- 18) South 76°27'58" West, 38.47 feet to a point;
- 19) South 88°29'55" West, 74.93 feet to a point;
- 20) South 79°00'49" West, 27.73 feet to a point;
- 21) South 55°16'58" West, 29.46 feet to a point;
- 22) South 50°39'33" West, 56.21 feet to a point;
- 23) South 58°23'14" West, 43.51 feet to a point;
- 24) South 67°55'09" West, 56.09 feet to a point;
- 25) South 78°11'56" West, 46.45 feet to a point;
- 26) South 70°13'26" West, 29.22 feet to a point on the Southerly Boundary Line of the NW 1/4 of said Section 1;

Thence leaving said Centerline, and along the Southerly Boundary Line of the SW 1/4 NW 1/4 of said Section 1, South 89°38'06" East, 98.03 feet to a found 5/8 inch diameter iron pin with cap stamped "Brownell PLS 8960" Marking the SW Corner of said SE 1/4 NW 1/4 (Center West 1/16 Corner) of said Section 1;

Thence along the Southerly Boundary Line of said SW 1/4 NW 1/4, South 89°38'09" East, 1345.42 feet to the **POINT OF BEGINNING**.

The above Described Parcel of Land contains 3.89 Acres, more or less.





4521 Preserve Closure

10/7/2021

Scale: 1 inch = 217 feet

File:

Tract 1: 3.8961 Acres (169712 Sq. Feet), Closure: s11.1655e 0.03 ft. (1/109075), Perimeter=3001 ft.

01 e18.08 n639.70	18 s74.1616w 140.85
02 n01.1221e 19.63	19 s66.0526w 77.84
03 s71.2941w 44.23	20 s76.2758w 38.47
04 n88.1032w 46.59	21 s88.2955w 74.93
05 n77.3737w 52.38	22 s79.0049w 27.73
06 n67.2731w 57.21	23 s55.1658w 29.46
07 n63.0307w 86.03	24 s50.3933w 56.21
08 n74.3121w 154.71	25 s58.2314w 43.51
09 n69.1118w 75.06	26 s67.5509w 56.09
10 n73.1152w 58.91	27 s78.1156w 46.45
11 n74.1417w 112.63	28 s70.1326w 29.22
12 n66.1736w 29.8	29 s89.3806e 98.03
13 n58.2531w 34.02	30 s89.3809e 1345.42
14 n69.3313w 38.66	
15 n83.2256w 25.48	
16 s76.4438w 28.17	
17 s71.0912w 73.35	

EXHIBIT “H”

Hughes Engineering, P.C.

WORK ORDER AGREEMENT

┌
City of Middleton
1103 W Main Street
Middleton, Idaho 83605
└

PROJECT: Small Structures Inspection Services (FY2022)
PROJECT NO.: 101321MIDDLETON

SCOPE OF WORK:

INTRODUCTION:

This work order agreement is for bridge/culvert inspection services of the City of Middleton's small structures (structures between 4 to 20 feet in span).

TASK 1 – INITIAL BRIDGE/CULVERT INSPECTION:

Hughes Engineering will perform the initial inspections of the city's small structures not included in the federal inventory of bridges (structures less than 20 feet in span). The inspections will be completed following the NBIS (National Bridge Inspection Standards) with their condition rated following these federal standards.

See attachment with list of structures for initial inspection.

TASK 2 – INTERVAL BRIDGE/CULVERT INSPECTION:

Hughes Engineering will perform the interval (repeat) inspections of the city's small structures not included in the federal inventory of bridges (structures less than 20 feet in span). The inspections will be completed following the NBIS (National Bridge Inspection Standards) with their condition rated following these federal standards.

See attachment with list of structures for interval inspection.

DELIVERABLES:

The following will be provided to the city:

- Electronic version of stamped inspection report of each structure.
- Microsoft Access of all structures and inspections.
- Digital photos of structures included in inspection report (minimum two photos per structure, more if specific problems exist)
- Summary sheet of all structures and their condition rating.
- Technical assistance as needed for Access database or questions regarding reports.

Structural load rating **is not** a part of this contract. Typically, the additional cost associated with calculating a load rating is not warranted. Hughes Engineering will be glad to assist the City with these services if deemed necessary at an agreed upon additional fee.

FEE:

Services to be billed at a lump sum cost to the City based on the following fees:

<u>Task</u>	<u># Structures</u>	<u>Cost/structure</u>	<u>Total</u>
Task 1 – Initial Inspections	3	\$375	\$1,125
Task 2 - Interval Inspections	27	\$290	\$7,830

Not to Exceed Total \$8,955

Any additional Services, as requested by the city, will be billed at the consultant's fee schedule as follows:

Engineer	\$86.17 per hour
Engineering Assistant	\$29.05 per hour
Clerical	\$34.86 per hour

If this Scope of Services correctly summarizes our understanding of the Scope of Work you have requested and the agreed-upon fee for our services, please sign it to indicate your approval and return one copy as our authorization to proceed.

This Agreement shall be deemed entered into when it is received, duly signed by the Client, at the office of Hughes Engineering, P.C.; 1117 So. Camas, Nampa, Idaho 83686.

Consultant:
HUGHES ENGINEERING, P.C.

Client:
CITY OF MIDDLETON

By: David J. Hughes

By: _____.

Title: President 

Title: _____.

Date: 4/13/2022

Date: _____.

**MIDDLETON CITY COUNCIL
COMMUNITY OPEN HOUSE
APRIL 14, 2022**

The Middleton City Council Community Open House was called to order by Mayor Steve Rule at 7:31 p.m.

Roll Call: Council President Kiser, Council Members Murray, and Huggins, were present. Council Member O'Meara was excused due to illness. City Administrator Becky Crofts, Deputy Clerk Dawn Goodwin, and City Planning Staff Roberta Stewart were present.

Public Comments, Mayor and Council Comments:

- Scott Brock – 9966 Throughbred – Middleton – Thanked the council and city for providing the community the opportunity to have input on the matter of zoning and density within the city. Mr. Brock stated that when it comes to growth anywhere not just in Middleton, consideration, responsibility, and safety should be the main considerations.
- Mike Graffe—1889 Ridgeway, Middleton - Mr. Graffe entered in **Exhibit B** into the record which outlines the issues he feels is gross vs buildable acres. He states that the minimum lot size should be 14,520 sq feet not 8,000 sq feet for R-3 lots. He went on to explain that variances should only be allowed on a very limited basis.
- Kassie Strohmeier – 26525 Middlen Rd – Middleton – Mrs. Strohmeier stated that she was sad to see all the farmland in the area disappearing especially being a fourth-generation family living in Middleton. She went on to state that families are being pushed out of the town due to the direction of growth the city is taking.
- Dave Dissinger – 661 Hidden Lake Ct – Middleton – Mr. Dissinger thanked the council and city of the open house. Mr. Dissinger wanted to know if there was any way to break each vote out one by one instead of doing a mass voting on all requirements from a staff report.
- Teresa Taresh – 13105 Greenwill Lane – Ms. Taresh agrees with all previous statements made by residents. She states that Middleton is a very special place, and that the city needs to keep responsible growth in mind when developing. She went on to state that there is too much rubber stamping with Planning and Zoning and City Council in regard to passing developments within the city.
- Ken Leyten – 24532 Blackbird St – Middleton – Mr. Leyten thanked the council for the open house. Mr. Leyten stated that he felt that both the city and county codes were overwhelmingly built to favor the developers and don't protect the existing homeowners.
- Sarah Post - 8538 Telaga Way, Middleton – Thanked the city for the event and for the increase in city transparency. Ms. Post also agrees with all the previous resident's comments but would like to add that the coordination and communication between agencies such as the Middleton School District and the city needs to be better and that when agencies submit comments they need to be taken into better consideration.
- Janet Gibson – 945 Harvest Way, Middleton – Ms. Gibson stated that when a developer comes to the city to build, the benefits for the residents need to be better than the benefits that the developer gets for building in Middleton. She

went on to state that building needs to only take place from 7am to 6pm to avoid unwelcomed noise and the city needs to better enforce dust control with the builders. Ms. Gibson also stated that meeting notices need to be easier to read for residents and that the city needs to allow residents to be more involved and to allow their voices to be heard and valued.

- Mike McDougal – 13037 Greenwell, Middleton – Mr. McDougal stated that safety with roads need to be taken more seriously in the city. He went on to express that the tax revenue that comes into the city to address issues that are already areas of concern come in too late and do little to no good.
- Robin Callahan – 27005 Cemetery Rd, Middleton – Stated that it's unsafe to move farm equipment around to different areas due to the traffic concerns of the valley and the lack of respect to the ag community. She went on to state that everyone wants to preserve and protect the ag in the area but the development that is being placed doesn't support that sentiment. Mrs. Callahan expressed that there needs to be a buffer placed between the ag and residential areas both in the city and the county.
- Bonnie Sterling – 24545 Falcon Ln, Caldwell – Voiced concern for the surrounding water table due to all the development going in. She went on to express that the city needs to investigate the water table further before approving more developments.
- Marty Denhum – Middleton – Agrees with all previous statements voiced by prior residents but voiced concern that the developers in the area are mining the current residents for their own profit all the while running the farmers out of the area and chasing off the charm that makes Middleton.
- Matt Wicke – PO Box 7, Middleton – Agrees with all other resident comments but wanted to add that low density needs to be out by the farms and high density needs to be in the center of the town. This allows for the slowing of the spread of the growth preserving the ag area and what makes Middleton have that rural feel.
- Planning and Zoning Official Robert Stewart entered into the record **Exhibit A** an email from resident Stephanie Altig.
- Council President Kiser – Thanked all residents for coming and participating in the open house. Council President Kiser wanted the residents to understand that that the fire department and the city are two separate entities; everyone wants to live by a farm as long as their hours of operation are 8-5 and they don't transport dirt onto the road etc. but that isn't the case with farms; the council isn't rubber stamping things as they come across the desk but rather are following Idaho laws in order to prevent lawsuits within the city; growth within the city is going to be beneficial; personally Council President Kiser is not a personal fan of the higher density.
- Mayor Rule – Thanked all the residents for participating in the open house. Mayor Rule wanted residents that the city is trying to implement impact fees on development but that these fees are being held up by the county attorneys and asked the residents to voice this concern to the Canyon County Commissioners and ask why they Mid-Star impact fees are being halted; Mayor also wanted the residents to understand that the message is regarding the zoning clarification have been received.

Adjourn: Mayor adjourned the Community Open House at 8:37 P.M.

ATTEST:

Steven J. Rule, Mayor

Dawn Goodwin, Deputy Clerk
Minutes Approved: May 4, 2022

EXHIBIT “A”

Exhibit "A"

Utilities

From: Stephanie Altig <arroyoandalusians@gmail.com>
Sent: Thursday, April 14, 2022 2:53 PM
To: CITMID
Subject: Community Open House on April 14, 2022
Attachments: Ltr to City of Middleton 041422.pdf

To Officials of the City of Middleton:

I am unable to attend the Community Open House this evening. Attached is a letter to the Mayor and City Council in which I express my concerns and suggestions for the City's future development. I request that it be included in the City's official record of this Community Open House. Thank you very much.

--

Stephanie Altig



Stephanie A. Altig
22977 Whisper Creek Drive
Middleton, Idaho 83644
arroyoandalusians@gmail.com
(208) 994-8130

April 14, 2022

City of Middleton
Attn: Middleton Mayor Rule, City Council President Kiser and Council Members
1103 West Main Street
Middleton, Idaho 83644

RE: Community Open House, April 14, 2011, City Council Chambers

Dear Middleton City Elected Officials:

I am unable to attend the Community Open House in the City Council Chambers this evening, April 14, 2022, at 6:30-8:30, so I submit this letter and ask that it be included in the City's record of this meeting. My thoughts and concerns on the future of Middleton's development follow.

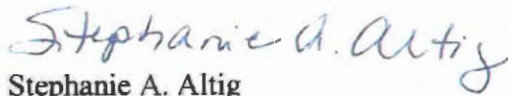
Middleton must preserve the rural nature of areas that are already populated in that way. Examples are Whisper Creek Estates Phases II and III and the recently approved Greg Schatzel development east of Whisper Creek Estates on Lansing Lane. Whisper Creek Estates is comprised of properties two to five acres in size. Mr. Schatzel's development is going to be 17 homes on 26 acres. This is compatible with existing development east and north of Whisper Creek Estates, south of Foothill Drive, and on the east and west sides of Lansing Lane. Everyone who already lives in the area supports this type of development. A typical dense subdivision among these larger properties is completely incompatible and will destroy the ambience of the area. Not every housing development has to be dense despite what is contributed to the City's tax revenue. Middleton has plenty of dense developments and subdivisions such as the City's older residential district and on the north/south roads off Hwy. 44. There is a genuine need to appreciate and support lifestyles that have a more rural feel. No amount of "open space" within an otherwise dense subdivision mitigates the need to keep some of Middleton's development one acre and larger. Eagle has similar acre and larger developments that enhance the quality of the life for the City and for those who want a more rural living environment. Middleton can become like Star with its acres upon acres of dense subdivisions that don't consider rural development, or Middleton can be more like Eagle with the quality of different lifestyles the City of Eagle has supported and its residents appreciate.

City of Middleton Elected Officials
April 14, 2022
Page 2

Apparently, the Middleton City Council has decided against having the Idaho Transportation Department building a bypass around the core of the City's downtown, and instead decided that it wants all east/west traffic to keep going through downtown on Hwy. 44. Anyone who lives in the Middleton area knows that the traffic on Hwy. 44 has become completely congested and unsustainable and will only get worse. Downtown businesses are nearly inaccessible as it is. If Hwy. 44 remains the only main route east/west, the traffic load will eventually require two lanes in each direction and a center turn lane and will wipe out most of downtown Middleton businesses. The Eagle Bypass on Hwy. 44 has served not only to move east/west traffic efficiently, but also to preserve and encourage businesses and business development on Old Highway 44 through downtown Eagle. Downtown Eagle traffic is light and the entire area is pedestrian and bicycle friendly. Its quaint and old-fashioned feel has been a huge success and a draw for people considering taking up residence in Eagle. Imagine what downtown Eagle would be if the only route for all its east/west traffic was still through what is now Old Highway 44. Eagle's downtown businesses wouldn't stand a chance. In this regard, is Middleton's future more like Eagle or more like Star? The answer should be easy and obvious.

Thank you and I appreciate your consideration.

Sincerely,

A handwritten signature in blue ink that reads "Stephanie A. Altig". The signature is written in a cursive, flowing style.

Stephanie A. Altig

EXHIBIT “B”

Ex "B"

Zoning

Gross acres vs. buildable acres (building on streets, sidewalks, easements, ditches, or wet lands is not allowed) but now developers are allowed that acreage in the calculation of the number of homes per acre.

- R-3 minimum lot size currently is 8,000 sq. ft. (should be increased to 14,520 sq. ft.)
- If you want smaller lots the following should be added to code:
 - R-4 should be 10,890 sq. ft.
 - R-5 should be 8,712 sq. ft.
 - R-6 should be 7,260 Sq. Ft.
 - R-7 should be 6,222 sq. ft.
- Variances should only be allowed on a very limited basis and not to be used as a tool to increase profit for the developer.
- Mixed Use should follow the existing 5.4.1 Table 2 (height, setback, and coverage schedule).
- Mixed Use allows for multiple types of housing (i.e. Single family, townhouses, etc. in same area) and appears Height, Setback & Coverage Table is used for entire development instead of zoning separately for single family and townhouses giving developer more freedom to minimize single family housing setbacks.
- Footnotes listed on current Table 2, 5.4.1 seem like another way of making exceptions to the code.

- No setbacks on townhomes as per Ordinance 659, 5.4.1, Table 1, Section 8 which was recently amended as follows: Each single family dwelling, attached structure ("Townhome/Condominium" structure may not contain more than six (6) individual dwelling units).
- Development Agreement should expire after two (2) years. Additional years should be highly scrutinized by the Planning and Zoning and City Council.
- All Development Agreements should follow the property. Future buyers cannot change what has been agreed to by the previous owners/developers.

Mike Graefe

1889 Ridge Way

Middleton, Id

208-527-6227

04/14/22

1d



Middleton City Council

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

In the Matter of the Request of Todd Campbell of TBC Holdings, LLC and Jay Walker of Kimley-Horn for Annexation and Zone Change with respect to the 3.86 acres adjacent to the Stonehaven Subdivision located at 0 Hartley Lane (Tax Parcel No. R344420120):

A. Findings of Fact:

1. Hearing Facts: See Staff Report for the hearing date of April 20, 2022, which Report is attached hereto as Exhibit "1" and incorporated herein by this reference.
2. Process Facts: See Staff Report for the hearing date of April 20, 2022, Exhibit "1".
3. Application and Property Facts: See Staff Report for the hearing date of April 20, 2022, Exhibit "1".
4. Required Findings per Middleton City Code 1-14-2(E)(7), Idaho State Statute Title 67, Chapter 65, and Title 50, Chapters 2 & 13; Idaho Standards for Public Works Construction and Middleton Supplement thereto; and Middleton City Code 1-14, 1-15, 5-1, 5-2, 5-3, and 5-4: See Staff Report for the hearing date of April 20, 2022, Exhibit "1".

B. Conclusions of Law:

1. That the City of Middleton has exercised the powers conferred upon it by the "Local Land Use Planning Act of 1975," codified at Chapter 65, Title 67, Idaho Code (I.C. §67-6503).
2. That due consideration has been given to the 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.
3. That notice of the application and public hearing was given according to law.
4. That City Council's public hearing was conducted according to law, and the City has kept a record of the application and related documents.
5. That codes and standards applicable to the application are the Idaho Standards for Public Works Construction, the Middleton Supplement to the Idaho Standards for Public Works Construction, and Middleton City Code 1-14, 1-15, 5-1, 5-2, 5-3, and 5-4 and Idaho State Code Secs., 67-6503, 67-6509, 67-6511, 67-6513, 50-1301 through 50-1329 and 50-222.
6. That public facilities and services required by the proposed development will not impose expense upon the public if the attached conditions of approval are imposed.
7. That this order is subject to the Conditions of Approval set forth in the attached Staff

Report for the hearing date of April 20, 2022, Exhibit "1".

C. Decision and Order:

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

That the application of Todd Campbell/TBC Holdings, LLC and Jay Walker/Kimley-Horn for Annexation and Zone Change with respect to the 3.86 acres adjacent to the Stonehaven Subdivision located at 0 Hartley Lane (Tax Parcel No. R344420120) is approved subject to the following condition of approval:

1. Applicant/Developer to comply with all conditions of approval set forth in the Staff Report for the April 20, 2022, public hearing.

WRITTEN ORDER APPROVED ON: May ____, 2022.

Steven J. Rule
Mayor, City of Middleton

Attest:

Jennica Reynolds
Planning and Zoning Department

Please take notice that pursuant to MCC 1-14-2(E)(10), applicant shall have 14 days after a signed final decision to request reconsideration by the final-decision maker. Such request must identify specific deficiencies in the final decision. Failure to request reconsideration may invalidate a subsequent judicial appeal. Additionally, pursuant to Idaho State Statute 67-6521, any affected person aggrieved by a final decision may, within 28 days after all remedies have been exhausted under local ordinances, seek judicial review as provided in chapter 52, Title 67.

Exhibit “1”

Staff Report

City Council Hearing



-
- W 9th St
- R-3
- County
- Concord St
- Main St

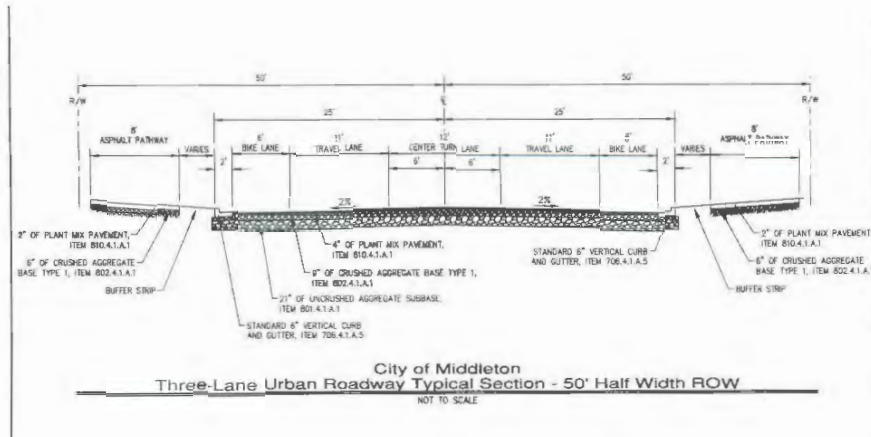
- D. Annexation:** The Applicant is requesting the entire 3.86-acre parcel to be annexed into the City of Middleton. Previously in December 2020 the City Council approved the Stonehaven Amended Preliminary Plat. At that time the City agreed to accept the parcel as the open space required for the subdivision as required by MCC 5-4-10-10. The FCO states as a condition of approval, the parcel “must be annexed and remain as a natural preserve, unimproved with wildlife habitat and connected by a pedestrian bridge to Durness Bay Ave” before the City will issue building permits for lots in Phase 6. (Exhibit “A”)

The parcel is currently unimproved. It is overgrown with weeds and bramble and the entire parcel slopes gradually down to a ditch bank. If the City requires the parcel to remain an unimprovable public site as stated in the FCO does not benefit the residents because unimproved parcels can have a tendency to become weedy and unsightly, as well as fire hazards. To ensure benefit to all residents the parcel designation should change to allow for future improvements to be made should the City choose to do so. This designation change will still require the parcel to remain a public park/open space.

According to Idaho State Code 50-222 there are primarily three requirements for Annexation: (1) the property is contiguous to City limits (2) City sewer and water can be extended to the serve the site, and (3) the annexation is deemed to be an orderly development of the City allowing efficient and economical extension of City services.

Planning staff finds the Applicant’s project meets all three of the Idaho State Code requirements: (1) the property is contiguous to City limits. (2) City sewer and water can be extended to serve the site. However, this is not applicable as the site is sloped and will not have any residential building lots but will remain public open space. (3) The annexation is orderly and economical because it is located in an area of planned city growth and annexing it prevents a county enclave from being created which could hamper orderly development of the City in the future. Finally, the annexation will provide additional public park and open space which is good for the community.

In addition, MCC 5-4-10-2 requires that developers do all the frontage and half road improvements adjacent their parcel. This parcel is adjacent to Hartley Road, which is identified on the Middleton Supplement to the ISPWC as a Three-Lane collector road with a landscape buffer and an 8 foot asphalt pathway. As a condition of approval the Stonehaven Developer will be required to construct these improvements.



As conditions of this annexation, Planning Staff recommends the following conditions:

1. The previous designation of the parcel as ordered in the December 2020 FCO as a natural preserve to be changed to designate the parcel for use as a public park/open space.
2. The Developer/City shall complete the annexation process with the State Tax Commission, prior to the City issuing building permits for Phase 6.
3. The Developer shall construct a pedestrian bridge to Durness Bay Ave prior to the City issuing building permits for Phase 6.
4. The Developer shall improve Hartley (frontage and ½ road improvements) at the location where the parcel abuts Hartley and then dedicate those improvements to the City. These improvements will be done in conjunction with improvements completed for Stonehaven Phase 8.
5. The Developer shall improve 25% of the irrigation crossing to the parcel, or if it is not ready for improvement, then the Developer will make a 25% payment in lieu. Payment to be received by Final Plat approval of Stonehaven Phase 8.
6. Prior to Final Plat approval of Stonehaven Phase 8 the Developer shall deed the parcel to the City for use as a future public park/open space.

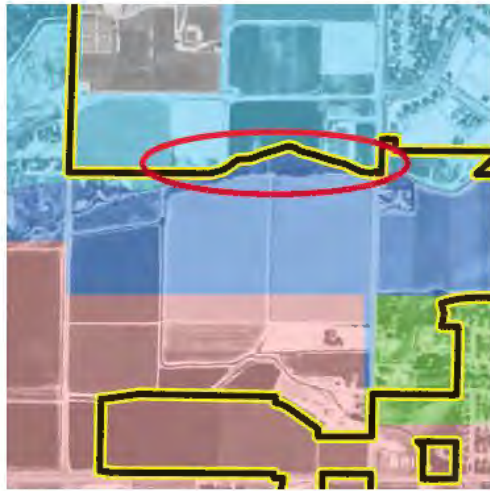
D. Zone Change: The Applicant is requesting the zoning of the parcel to be changed from County Agriculture to City R-3 (Single-Family Residential) for use as a park or other open space amenity. Parks are an allowable use in the R-3 zone.

According to Idaho State Code 67-6511 there are two findings the City Council must make before approving a zone change request. (1) The zone change will not adversely affect the City's delivery of services, and (2) the request is in harmony with the Comprehensive Plan.

Planning staff finds the Zone Change (1) will not adversely affect the City's ability to deliver services because the site will not have any residential building lots, thus negating the need for City services, and (2) as will be shown below the project is in harmony with the Comprehensive Plan.

F. Comprehensive Plan & Land Use Map: The Applicant's project conforms with the Comprehensive Plan's Future Land Use Map because on the map the project area is

designated as Residential (blue color). Parks and open space are an allowable use in this area and match the Residential Use planned for the site.



In regard to *Middleton's 2019 Comprehensive Plan*, the project complies with the *Goals, Objectives, and Strategies* as follows:

- a. *Goal 9:* Increase the number of parks throughout the City by the development and dedication of land and pathways for parks and recreation.
- b. *Goal 10:* Locate and design parks, open spaces, recreational facilities and public facilities that encourage physical activity.

G. Comments from Planning Staff: Planning Staff comments attached as (Exhibit "B").

H. Comments Received from Surrounding Landowners: (Exhibit "C").
Email from Elizabeth Beach – opposed to the zone change. She believes the parcel should remain the previously designated "nature reserve".

I. Comments from Agencies: (Exhibit "D").
Sawtooth Law Offices, PLLC - Letter dated March 7, 2022, for Canyon Hill Ditch Company addressing easement.

J. Applicant Information: Application from Owner Todd Campbell of TBC Holdings, LLC, P.O Box 140298, Boise, ID 83714 and Representative Jay Walker of Kimley-Horn, 849 E State St. 103 Suite, Eagle, ID 83616.

K. Notices:	Dates:
Neighborhood Meeting	10/27/2021
Newspaper Notification	4/3/2022
Radius notification mailed to Adjacent landowners within 300'	4/1/2022

Circulation to Agencies

4/1/2022

Sign Posting property

4/1/2022

Planning Staff finds that notice was given according to Idaho State Law and Middleton City Code.

L. Applicable Codes and Standards:

Idaho Code Secs., 67-6503, 67-6509, 67-6511, 67-6513, 50-222, 50-1301 through 50-1329.

Idaho Standards for Public Works Construction, the Middleton Supplement to the Idaho Standards for Public Works Construction.

Middleton City Code 1-14, 1-15, 5-1, 5-2, 5-3, and 5-4.

M. Conclusions and Recommended Conditions of Approval:

Before City Council is the consideration of the Annexation and Zone Change applications and a decision of approval or denial.

According to State Law and the Middleton City Code, any decision must be based upon *Findings of Facts and Conclusions of Law*.

Findings of Facts: Planning Staff has presented the *Findings of Facts* as stated previously. If City Council agrees with the testimony, evidence and *Findings of Facts* presented at the public hearing, then City Council may pass a motion to accept the *Findings of Facts* presented in the staff report and public hearing.

Conclusions of Law: Planning Staff finds that the City Council has the authority to hear the applications and to approve or deny the applications. In addition, Planning Staff notes that all public notice requirements were met. Planning Staff further identified the portions of the Idaho State Code and Middleton City Code to be considered in making a decision on the applications. If the public hearing is held and conducted according to Idaho State Statute and the Middleton City Code, then City Council may pass a motion to accept the *Conclusions of Law* presented in the staff report and public hearing.

If City Council decides to approve the applications based upon the above *Findings of Facts and Conclusions of Law*, then Planning Staff recommends that any approval be subject to the following conditions:

1. The previous designation of the parcel as ordered in the December 2020 FCO as a natural preserve to be changed to designate the parcel for use as a public park/open space.
2. Developer to complete the annexation process with the State Tax Commission, prior to the City issuing building permits for Phase 6.

3. Developer to construct a pedestrian bridge to Durness Bay Ave prior to the City issuing building permits for Phase 6.
4. Prior to Final Plat approval of Stonehaven Phase 8, the developer shall improve Hartley at the location where the nature preserve abuts Hartley and then dedicate those improvements to the City.
5. Prior to Final Plat approval of Stonehaven Phase 8, the developer shall either improve 25% of the irrigation crossing on Hartley Road to cover the nature preserve portion, or if it is not ready for improvement, then the developer will make a 25% payment in lieu. Payment to be received by Final Plat approval of Stonehaven Phase 8.
6. Prior to Final Plat approval of Stonehaven Phase 8 the developer shall deed the parcel to the City for use as a public park/open space area.

Lastly, if City Council denies the applications, Middleton City Code 1-14-2E(8) requires that the City Council “identify what the Applicant can modify in the application” in order for the application to be approved.”

Prepared by Planning Deputy Clerk, Jennica Reynolds

Dated: 4/14/2022

Exhibit “A”

FCO December 2020



CITY OF MIDDLETON

City Council

Stonehaven Amended Preliminary Plat

October 20, 2020 Application

November 9, 2020 P&Z Approval

November 18, 2020 CC Approval

December 2, 2020 CC FCO's

Findings of Fact, Conclusions of Law, and Decision

SUMMARY OF THE REQUEST

A request by TBC Holdings, LLC and Todd Campbell Construction, Inc. for approval of an amended preliminary plat with a revised phasing plan and lot configuration consisting of eight phases and 239 single family residential lots, to accommodate Middleton City Code requirement for secondary vehicular access for Stonehaven Subdivision, located on approximately 78.17 acres west of Hartley Lane, south of Willis Road, east of Emmett Road, and mostly north of Canyon Hill Canal.

FINDINGS OF FACT

1. **Applicant:** TBC Holdings, LLC
P.O. Box 140298
Boise, ID 83714
2. **Application:** The application was accepted by the City on October 20, 2020
3. **Applicable Codes and Standards:**
Idaho Code Title 67, Chapter 65
Middleton City Code (MCC) 1-14-5; 1-15-1; 5-4-4
4. The Planning and Zoning Commission recommended that City Council approve the amended preliminary plat.
5. **Written Agency Responses Received to Date:** none.
6. **Written Property Owners Responses Received to Date:** none.
7. **Preliminary Plat Standards:** Per City Code Section 5-4-4.



CITY OF MIDDLETON City Council

CONCLUSIONS OF LAW

Notice of the Application was given according to law. The City Council Public Meeting was conducted according to law, and the City has kept a record of the application and related documents.

DECISION

Based on the Findings of Facts, and Conclusions of Law, the City Council hereby recommends approval of the preliminary plat with the following conditions:

1. City of Middleton municipal domestic water, fire flow and sanitary sewer services are extended to serve the subdivision.
2. Comply with MCC 5-4-10-10, open space requirement: Lot 3, Block 4, Phase 4 with an amenity as defined in MCC 1-3-1, together with Lot 30, Block 8, Phase 6 which must be annexed and remain as a natural preserve, unimproved with wildlife habitat and connected by a pedestrian bridge to Durness Bay Ave. Annexation to occur before the City will issue building permits for lots in Phase 6.

MOTION TO APPROVE BY CITY COUNCIL ON: November 18, 2020

NOTICE

This decision is deemed by Idaho law to be a final decision. An affected person aggrieved by a final decision may within twenty-eight (28) days after all remedies have been exhausted under local ordinances seek judicial review as provided by title 67 chapter 65, Idaho Code. The applicant has a right to request to the City a regulatory taking analysis pursuant to section 67-8003, Idaho Code.

Signed: December 2, 2020.


Steven J. Rule, Mayor

Attest:



Bruce Bayne,
Planning and Zoning Official

Exhibit “B”

Comments from Planning Staff

Jennica Reynolds

From: Jennica Reynolds
Sent: Friday, February 25, 2022 3:52 PM
To: Walker, Jay; Todd Campbell; Dean Waite; Amy Lavery
Cc: Roberta Stewart; Scheibner, Alec; Candrian, Connor
Subject: RE: Stonehaven #6 Annexation application - receipt
Attachments: Stonehaven Annex Notice - Posting Box - PZ 3-14-2022.pdf

Team,

We are taking the annexation to Planning and Zoning on March 14th. (See attached)

Our team has discussed the Annexation and the engineer has brought these items to our attention. When you are doing the improvements to Hartley Rd for Stonehaven 8 we need you to do the following:

1. Improve Hartley at the location where the nature preserve abuts Hartley and then dedicate those improvements to the City.
2. Either improve 25% of the irrigation crossing to cover the nature preserve portion, or if it's not ready for improvement, then Stonehaven will make a 25% payment in lieu.

These will be conditions of approval listed in the Staff Report. Just wanted to give you a heads up.

Thanks,

Jennica Reynolds

Jennica Reynolds
Deputy Clerk, Planning
City of Middleton
208-585-3133
jreynolds@middletoncity.com

From: Walker, Jay <Jay.Walker@kimley-horn.com>
Sent: Friday, October 29, 2021 6:36 AM
To: Jennica Reynolds <jreynolds@middletoncity.com>; Todd Campbell <tddcampbell@gmail.com>; Dean Waite <pm.tccinc@gmail.com>; Amy Lavery <estimating.tcc@gmail.com>
Cc: Roberta Stewart <rstewart@middletoncity.com>; Scheibner, Alec <Alec.Scheibner@kimley-horn.com>; Candrian, Connor <Connor.Candrian@kimley-horn.com>
Subject: RE: Stonehaven #6 Annexation application - receipt

Jennica and all,

Thank you for the review of the SH#6 nature reserve application and acceptance. We appreciate you sending the receipt for our records. We will await the hearing date and coming action items to complete this process.

Kind regards – enjoy Friday,

Jay Walker, Principal

AllTerra Consulting | www.allterraconsulting.com
849 E. State Str., Ste 104
Eagle, Idaho 83616
Cell 208.484.4479
jwalker@allterraconsulting.com



"Life's most persistent and urgent question is: 'What are you doing for others?'"
-Dr. Martin Luther King, Jr.

As of July 1, 2021, announces...

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From: Jennica Reynolds <jreynolds@middletoncity.com>

Sent: Thursday, October 28, 2021 5:22 PM

To: Walker, Jay <Jay.Walker@kimley-horn.com>; Todd Campbell <tddcampbell@gmail.com>

Cc: Roberta Stewart <rstewart@middletoncity.com>

Subject: Stonehaven #6 Annexation application

Gentlemen,

The city has received the annexation application and fee for Stonehaven #6 Nature Preserve. Please see the attached receipt.

Thank You,

Jennica Reynolds

Deputy Clerk, Planning

City of Middleton

208-585-3133

jreynolds@middletoncity.com

Exhibit “C”

Comments from
Surrounding
Landowners

From: [Elizabeth Beach](#)
To: [Jennica Reynolds](#)
Cc: [e beach](#)
Subject: Public Hearing Notice – Annexation/Zone Change – Stonehaven
Date: Thursday, March 3, 2022 2:08:29 PM

I would like to make known my objection to the proposed zoning change. Any parcel previously designated “nature preserve” should remain as such to be consistent with the City’s stated goals of keeping a rural characteristic.

In this case, I believe the "nature preserve" lot-size calculation allowed the other open-spaces in Stone Haven to be much smaller and less in number. Seems to me, if this zoning change takes place, then the previous Plat approval must be nullified and the approval process begun anew.

Furthermore, I believe a rezoning of this type and in this situation will set a very bad precedent, and is contrary to the Mayor’s stated goal of controlled growth.

I am writing this email as I am unable to attend the upcoming PZ meeting. I appreciate it if you pass my opinion on to the Commission, as well as the Mayor.

Sincerely,

Elizabeth Beach
567 Mountain St
Middleton, ID 83644

Sent from my iPhone

Exhibit “D”

Comments from Agencies

Boise Office

1101 W. River St.
Suite 110
Boise, Idaho 83702
Tel. (208) 629-7447

Challis Office

1301 E. Main Ave.
P.O. Box 36
Challis, Idaho 83226
Tel. (208) 879-4488

Twin Falls Office

213 Canyon Crest Drive
Suite 200
Twin Falls, Idaho 83301
Tel. (208) 969-9585

Fax (all offices)
(208) 629-7559



SAWTOOTH LAW OFFICES, PLLC

March 7, 2022

David P. Claiborne

S. Bryce Farris

Evan T. Roth

Daniel V. Steenson

Andrew J. Waldera

Brian A. Faria

Patxi Larrocea-Phillips

John A. Richards

Matthew A. Sturzen

Katie L. Vandenberg-Van Vliet

James R. Bennetts (retired)

Jennica Reynolds
Middleton Planning and Zoning Official
P.O. Box 487
Middleton, Idaho 83644

Re: Stonehaven Subdivision - Annexation/Zone Change

Dear Ms. Reynolds:

The Canyon Hill Ditch Company has a ditch and easement that run through or abuts this property. The easement is 25 feet each side from the top of bank. The developer must contact Canyon Hill Ditch Company's attorney, Sawtooth Law Offices, PLLC, for approval before any encroachment, change of easement, or drainage discharge into Canyon Hill Ditch Company's facilities occurs. Canyon Hill Ditch Company must review irrigation and storm water drainage plans and construction plans prior to any approval.

Canyon Hill Ditch Company generally requires a License Agreement prior to any approval for the following reasons:

1. Relocation of a facility which would also require a new easement and relinquishment of the old easement once the relocation has been completed.
2. Piping of a facility.
3. Encroachment on a facility with gas, water and sewer lines, utility lines, roadways, bridges or any other structures.
4. Drainage discharges into any facilities.

Also, please be advised that Canyon Hill Ditch Company does not approve of trees within its easement. Therefore, any existing trees within easement will need to be removed. On occasion, Canyon Hill Ditch Company may make exceptions on a case by case basis, which requires the developers/owners to obtain written permission from Canyon Hill Ditch Company for existing trees to remain.

Please contact me if you have any questions.

Yours very truly,

S. Bryce Farris

www.sawtoothlaw.com

Attorneys licensed in Idaho, Montana, Oregon and Washington

Middleton Planning & Zoning Commission

Findings of Facts, Conclusions of Law, and Decision & Recommendation



In the Matter of the Request of TBC Holdings, LLC and Kimley-Horn for Annexation and Zone Change with respect to the 3.86 acres adjacent to the Stonehaven Subdivision located at 0 Hartley Lane (Tax Parcel No. R344420120):

A. Findings of Fact:

1. Hearing Facts: See Staff Report for the hearing date of March 14, 2022, which Report is attached hereto as Exhibit "1" and incorporated herein by this reference.
2. Process Facts: See Staff Report for the hearing date of March 14, 2022, Exhibit "1".
3. Application and Property Facts: See Staff Report for the hearing date of March 14, 2022, Exhibit "1".
4. Required Findings per Middleton City Code 1-14-2(E)(7), Idaho State Statute Title 67, Chapter 65, and Title 50, Chapters 2 & 13; Idaho Standards for Public Works Construction and Middleton Supplement thereto; and Middleton City Code 1-14, 1-15, 5-1, 5-2, 5-3, and 5-4: See Staff Report for the hearing date of March 14, 2022, Exhibit "1".

B. Conclusions of Law:

1. That the City of Middleton exercised the powers conferred upon it by the "Local Land Use Planning Act of 1975," codified at Chapter 65, Title 67, Idaho Code (I.C. §67-6503).
2. That due consideration has been given to the 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.
3. That notice of the application and public hearing was given according to law.
4. That Planning and Zoning Commission's public hearing was conducted according to law, and the City has kept a record of the application and related documents.
5. That codes and standards applicable to the application are the Idaho Standards for Public Works Construction, the Middleton Supplement to the Idaho Standards for Public Works Construction, and Middleton City Code 1-14, 1-15, 5-1, 5-2, 5-3, and 5-4 and Idaho State Code Secs., 67-6503, 67-6509, 67-6511, 67-6513, 50-222, 50-1301 through 50-1329.
6. That public facilities and services required by the proposed development will not impose expense upon the public if the attached conditions of approval are imposed.
7. That this recommendation is subject to the Conditions of Approval set forth in the

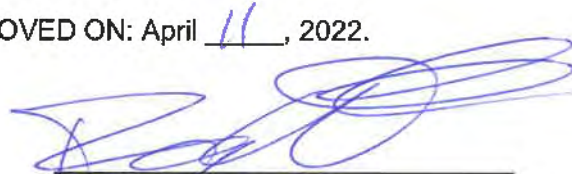
attached Staff Report for the hearing date of March 14, 2022, Exhibit "1".

C. Decision and Recommendation:

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

1. City Council approve the application of TBC Holdings, LLC and Kimley-Horn for Annexation and Zone Change with respect to the 3.86 acres adjacent to the Stonehaven Subdivision located at 0 Hartley Lane (Tax Parcel No. R344420120) subject to the conditions of approval set forth, including an amendment to the previous FCO (December 2020) to change the designation of the parcel from "nature preserve/wildlife habitat" to park or open space in the Staff Report for the March 14, 2022 public hearing on the matter. (Exhibit "1")

WRITTEN RECOMMENDATION APPROVED ON: April 11, 2022.


Ray Waltemate, Chairman
Planning and Zoning Commission

Attest:


Jennica Reynolds
Planning and Zoning Department

Please take notice that pursuant to MCC 1-14-2(E)(10), applicant shall have 14 days after a signed final decision to request reconsideration by the final-decision maker. Such request must identify specific deficiencies in the final decision. Failure to request reconsideration may invalidate a subsequent judicial appeal. Additionally, pursuant to Idaho State Statute 67-6521, any affected person aggrieved by a final decision may, within 28 days after all remedies have been exhausted under local ordinances, seek judicial review as provided in chapter 52, Title 67.

Exhibit “1”

Stonehaven Annexation

Staff Report

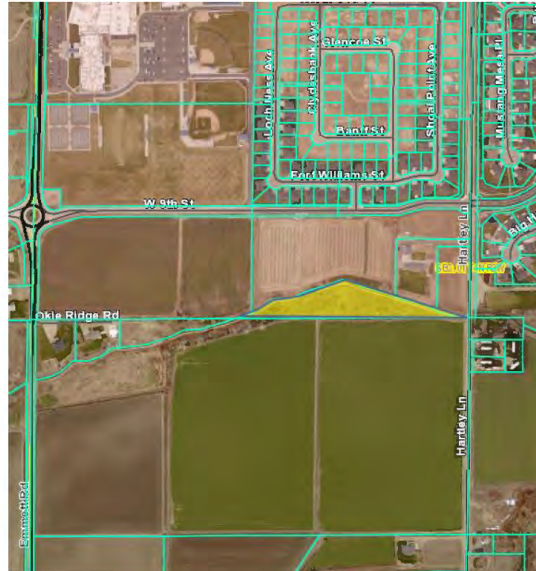
P&Z Hearing

3-14-2022

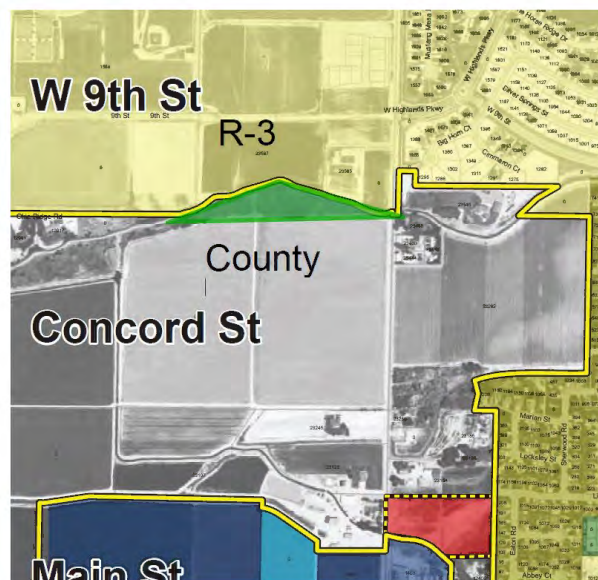


STAFF REVIEW AND REPORT Middleton Planning and Zoning Commission

Stonehaven Annexation and Zone Change



- A. **Planning & Zoning Commission Hearing Date:** March 14, 2022
- B. **Applications:** Annexation and Zone Change of approximately 3.7 acres adjacent to the Stonehaven Subdivision located at 0 Hartley Lane (Tax Parcel No. R344420120). The proposed zoning is R-3.
- C. **Current Zoning & Property Condition:** The property is currently located in Canyon County and zoned Agriculture.



- D. Annexation:** Applicant is requesting the entire 3.7-acre parcel be annexed into the City of Middleton. In December 2020 the City Council approved the Stonehaven Amended Preliminary Plat. The City agreed to accept the parcel as the open space required for the subdivision per MCC 5-4-10-10. The FCO states as a condition of approval, the parcel “must be annexed and remain as a natural preserve, unimproved with wildlife habitat and connected by a pedestrian bridge to Durness Bay Ave” before the City will issue building permits for lots in Phase 6. (Exhibit “A”)

The parcel is currently unimproved, overgrown with weeds and slopes gradually down to a ditch bank. The topography and location of the property do not lend itself well to a nature preserve. A better and higher use would be to designate the parcel as a future public park/open space that will allow for future improvements to be made.

According to Idaho State Code 50-222 there are primarily three requirements for Annexation: (1) the property is contiguous to City limits (2) City sewer and water can be extended to the serve the site, and (3) the annexation is deemed to be an orderly development of the City and is not materially detrimental to the public health, safety and welfare of City Residents.

Planning staff finds the Applicant’s project meets all three of the Idaho State Code requirements: (1) the property is contiguous to City limits. (2) City sewer and water can be extended to serve the site. However, this is not applicable as the site is sloped and will not have any residential building lots but will remain public open space. (3) The annexation is deemed to be an orderly development of the City and is not materially detrimental to the public health, safety and welfare of City Residents because it prevents county enclaves being created that can hamper orderly development of the City. Furthermore it creates additional public park space in an “infill area” which is good for the residents and community.

In addition, MCC 5-4-10-2 requires that developers do all the frontage and half road improvements adjacent their parcel and the Stonehaven Developer will be required to do such improvements.

As conditions of this annexation, Planning staff recommends the following conditions:

1. The previous FCO be amended to designate the parcel for use as a public park/open space.
2. The Developer/City shall complete the annexation process with the State Tax Commission, prior to the City issuing building permits for Phase 6.
3. The Developer shall construct a pedestrian bridge to Durness Bay Ave prior to the City issuing building permits for Phase 6.
4. The Developer shall improve Hartley (frontage and ½ road improvements) at the location where the parcel abuts Hartley and then dedicate those improvements to the City. These improvements will be done in conjunction with improvements completed for Stonehaven Phase 8.

5. The Developer shall improve 25% of the irrigation crossing to the parcel, or if it is not ready for improvement, then the developer will make a 25% payment in lieu. Payment to be received by Final Plat approval of Stonehaven Phase 8.
6. Prior to Final Plat approval of Stonehaven Phase 8 the developer shall deed the parcel to the City for use as a future public park/open space.

D. Zone Change: Applicant is requesting the zoning of the parcel to be changed to R-3 for use as a park or other open space amenity. Parks are an allowable in the R-3 zone.

According to Idaho State Code 67-6511 there are two items the governing body needs to consider: (1) Whether it has any effect on the delivery of City services for sewer and water and (2) whether it is in conflict with the policies of the Comprehensive Plan.

Planning staff finds the Applicant's project (1) does not have an effect on the delivery of City sewer and water services because the site will not have any residential building lots, thus negating the need for City services, and (2) as will be shown below the project is not in conflict with the policies of the Comprehensive Plan.

F. Comprehensive Plan & Land Use Map: Applicant's project complies with the Comprehensive Plan's Future Land Use Map because the project is designated Residential (blue color) on the Land Use Map, which matches the Residential Use and open space planned for the site.



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

- a. *Goal 9:* Increase the number of parks throughout the City by the development and dedication of land and pathways for parks and recreation.
- b. *Goal 10:* Locate and design parks, open spaces, recreational facilities and public facilities that encourage physical activity.

G. Comments from Planning Staff: Planning Staff comments attached as (Exhibit “B”).

H. Comments Received from Surrounding Landowners: (Exhibit “C”).
Email from Elizabeth Beach – opposed to the zone change. She believes the parcel should remain the previously designated “nature reserve”.

I. Comments from Agencies: (Exhibit “D”).
Sawtooth Law Offices, PLLC - Letter dated March 7, 2022, for Canyon Hill Ditch Company addressing easement.

J. Applicant Information: Application from Owner Todd Campbell of TBC Holdings, LLC, P.O Box 140298, Boise, ID 83714 and Representative Jay Walker of Kimley-Horn, 849 E State St. 103 Suite, Eagle, ID 83616.

K. Notices:	Dates:
Neighborhood Meeting	10/27/2021
Newspaper Notification	2/27/2022
Radius notification mailed to Adjacent landowners within 300'	2/25/2022
Circulation to Agencies	2/25/2022
Sign Posting property	2/25/2022

Planning Staff finds that notice was given according to Idaho State Law and Middleton City Code.

KL. Applicable Codes and Standards:
Idaho Code Secs., 67-6503, 67-6509, 67-6511, 67-6513, 50-222, 50-1301 through 50-1329.
Idaho Standards for Public Works Construction, the Middleton Supplement to the Idaho Standards for Public Works Construction.
Middleton City Code 1-14, 1-15, 5-1, 5-2, 5-3, and 5-4.

M. Conclusions and Recommended Conditions of Approval:

The Planning & Zoning Commission is tasked with considering the applications for Annexation and Zone Change and making a recommendation to City Council for approval or denial of the application.

Per State Law and the Middleton City Code, any recommendation must be based upon *General Facts and Conclusions of Law*.

As to General Facts, Planning Staff has set forth general facts as stated above. If the Commission agrees with those general facts and agrees with the testimony and

evidence presented at the public hearing, the Commission needs to make a motion to accept the general facts set forth in the staff report and public hearing.

As to Conclusions of Law, Planning Staff finds that the Planning & Zoning Commission has the authority to hear these applications and to recommend approval or denial of the applications. Additionally, Planning Staff notes that all public notice requirements were met. Planning Staff further set forth the portions of the Idaho State Code and Middleton Code to be considered in making a recommendation on the applications. If the public hearing is held and conducted in compliance with Idaho State Statute and the Middleton City Code, then the Commission may accept these conclusions of law by passing a motion to accept the conclusions of law set forth in the staff report and public hearing.

If the Commission is inclined to recommend approval of the applications based upon the above *General Facts and Conclusions of Law*, then Planning Staff recommends that any approval be subject to the following conditions:

1. The previous FCO be amended to designate the parcel for use as a public park/open space.
2. Developer to complete the annexation process with the State Tax Commission, prior to the City issuing building permits for Phase 6.
3. Developer to construct a pedestrian bridge to Durness Bay Ave prior to the City issuing building permits for Phase 6.
4. Prior to Final Plat approval of Stonehaven Phase 8, the developer shall improve Hartley at the location where the nature preserve abuts Hartley and then dedicate those improvements to the City.
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6. Prior to Final Plat approval of Stonehaven Phase 8 the developer shall deed the parcel to the City for use as a public park/open space area.

Finally, if the Commission denies the application, pursuant to Middleton City Code 1-14(E)(8), the Commission must state on the record what Applicant can do, if anything, to gain approval of the application.

Exhibit “A”

FCO December 2020



CITY OF MIDDLETON City Council

Stonehaven Amended Preliminary Plat

October 20, 2020 Application

November 9, 2020 P&Z Approval

November 18, 2020 CC Approval

December 2, 2020 CC FCO's

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A request by TBC Holdings, LLC and Todd Campbell Construction, Inc. for approval of an amended preliminary plat with a revised phasing plan and lot configuration consisting of eight phases and 239 single family residential lots, to accommodate Middleton City Code requirement for secondary vehicular access for Stonehaven Subdivision, located on approximately 78.17 acres west of Hartley Lane, south of Willis Road, east of Emmett Road, and mostly north of Canyon Hill Canal.

FINDINGS OF FACT

1. **Applicant:** TBC Holdings, LLC
P.O. Box 140298
Boise, ID 83714
2. **Application:** The application was accepted by the City on October 20, 2020
3. **Applicable Codes and Standards:**
Idaho Code Title 67, Chapter 65
Middleton City Code (MCC) 1-14-5; 1-15-1; 5-4-4
4. The Planning and Zoning Commission recommended that City Council approve the amended preliminary plat.
5. **Written Agency Responses Received to Date:** none.
6. **Written Property Owners Responses Received to Date:** none.
7. **Preliminary Plat Standards:** Per City Code Section 5-4-4.



CITY OF MIDDLETON City Council

CONCLUSIONS OF LAW

Notice of the Application was given according to law. The City Council Public Meeting was conducted according to law, and the City has kept a record of the application and related documents.

DECISION

Based on the Findings of Facts, and Conclusions of Law, the City Council hereby recommends approval of the preliminary plat with the following conditions:

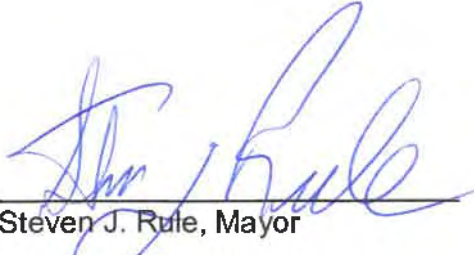
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MOTION TO APPROVE BY CITY COUNCIL ON: November 18, 2020

NOTICE

This decision is deemed by Idaho law to be a final decision. An affected person aggrieved by a final decision may within twenty-eight (28) days after all remedies have been exhausted under local ordinances seek judicial review as provided by title 67 chapter 65, Idaho Code. The applicant has a right to request to the City a regulatory taking analysis pursuant to section 67-8003, Idaho Code.

Signed: December 2, 2020.


Steven J. Rule, Mayor

Attest:



Bruce Bayne,
Planning and Zoning Official

Exhibit “B”

Comments from Planning Staff

Jennica Reynolds

From: Jennica Reynolds
Sent: Friday, February 25, 2022 3:52 PM
To: Walker, Jay; Todd Campbell; Dean Waite; Amy Lavery
Cc: Roberta Stewart; Scheibner, Alec; Candrian, Connor
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Attachments: Stonehaven Annex Notice - Posting Box - PZ 3-14-2022.pdf

Team,

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2. Either improve 25% of the irrigation crossing to cover the nature preserve portion, or if it's not ready for improvement, then Stonehaven will make a 25% payment in lieu.

These will be conditions of approval listed in the Staff Report. Just wanted to give you a heads up.

Thanks,

Jennica Reynolds

Jennica Reynolds
Deputy Clerk, Planning
City of Middleton
208-585-3133
jreynolds@middletoncity.com

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Sent: Friday, October 29, 2021 6:36 AM
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Cc: Roberta Stewart <rstewart@middletoncity.com>; Scheibner, Alec <Alec.Scheibner@kimley-horn.com>; Candrian, Connor <Connor.Candrian@kimley-horn.com>
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Jennica and all,

Thank you for the review of the SH#6 nature reserve application and acceptance. We appreciate you sending the receipt for our records. We will await the hearing date and coming action items to complete this process.

Kind regards – enjoy Friday,

Jay Walker, Principal

AllTerra Consulting | www.allterraconsulting.com
849 E. State Str., Ste 104
Eagle, Idaho 83616
Cell 208.484.4479
jwalker@allterraconsulting.com



"Life's most persistent and urgent question is: 'What are you doing for others?'"
-Dr. Martin Luther King, Jr.

As of July 1, 2021, announces...

Jay Walker

849 East State Str, Ste 1004/103
Eagle, Idaho 83616

Kimley-Horn | Direct 208.906.0883 | Mobile: 208.484.4479

<https://www.kimley-horn.com/>

Celebrating 13 years as one of FORTUNE's 100 Best Companies to Work For

From: Jennica Reynolds <jreynolds@middletoncity.com>

Sent: Thursday, October 28, 2021 5:22 PM

To: Walker, Jay <Jay.Walker@kimley-horn.com>; Todd Campbell <tddcampbell@gmail.com>

Cc: Roberta Stewart <rstewart@middletoncity.com>

Subject: Stonehaven #6 Annexation application

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Thank You,

Jennica Reynolds

Deputy Clerk, Planning

City of Middleton

208-585-3133

jreynolds@middletoncity.com

Exhibit “C”

Comments from
Surrounding
Landowners

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To: [Jennica Reynolds](#)
Cc: [e beach](#)
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Date: Thursday, March 3, 2022 2:08:29 PM

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In this case, I believe the "nature preserve" lot-size calculation allowed the other open-spaces in Stone Haven to be much smaller and less in number. Seems to me, if this zoning change takes place, then the previous Plat approval must be nullified and the approval process begun anew.

Furthermore, I believe a rezoning of this type and in this situation will set a very bad precedent, and is contrary to the Mayor’s stated goal of controlled growth.

I am writing this email as I am unable to attend the upcoming PZ meeting. I appreciate it if you pass my opinion on to the Commission, as well as the Mayor.

Sincerely,

Elizabeth Beach
567 Mountain St
Middleton, ID 83644

Sent from my iPhone

Exhibit “D”

Comments from Agencies

Boise Office

1101 W. River St.
Suite 110
Boise, Idaho 83702
Tel. (208) 629-7447

Challis Office

1301 E. Main Ave.
P.O. Box 36
Challis, Idaho 83226
Tel. (208) 879-4488

Twin Falls Office

213 Canyon Crest Drive
Suite 200
Twin Falls, Idaho 83301
Tel. (208) 969-9585

Fax (all offices)
(208) 629-7559



SAWTOOTH LAW OFFICES, PLLC

March 7, 2022

David P. Claiborne

S. Bryce Farris

Evan T. Roth

Daniel V. Steenson

Andrew J. Waldera

Brian A. Faria

Patxi Larrocea-Phillips

John A. Richards

Matthew A. Sturzen

Katie L. Vandenberg-Van Vliet

James R. Bennetts (retired)

Jennica Reynolds
Middleton Planning and Zoning Official
P.O. Box 487
Middleton, Idaho 83644

Re: Stonehaven Subdivision - Annexation/Zone Change

Dear Ms. Reynolds:

The Canyon Hill Ditch Company has a ditch and easement that run through or abuts this property. The easement is 25 feet each side from the top of bank. The developer must contact Canyon Hill Ditch Company's attorney, Sawtooth Law Offices, PLLC, for approval before any encroachment, change of easement, or drainage discharge into Canyon Hill Ditch Company's facilities occurs. Canyon Hill Ditch Company must review irrigation and storm water drainage plans and construction plans prior to any approval.

Canyon Hill Ditch Company generally requires a License Agreement prior to any approval for the following reasons:

1. Relocation of a facility which would also require a new easement and relinquishment of the old easement once the relocation has been completed.
2. Piping of a facility.
3. Encroachment on a facility with gas, water and sewer lines, utility lines, roadways, bridges or any other structures.
4. Drainage discharges into any facilities.

Also, please be advised that Canyon Hill Ditch Company does not approve of trees within its easement. Therefore, any existing trees within easement will need to be removed. On occasion, Canyon Hill Ditch Company may make exceptions on a case by case basis, which requires the developers/owners to obtain written permission from Canyon Hill Ditch Company for existing trees to remain.

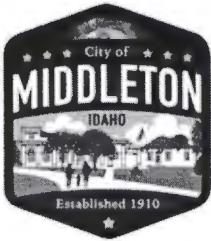
Please contact me if you have any questions.

Yours very truly,

S. Bryce Farris

www.sawtoothlaw.com

Attorneys licensed in Idaho, Montana, Oregon and Washington



CITY OF MIDDLETON

P O Box 487, MIDDLETON, ID 83644

PHONE 208-585-3133

WWW.MIDDLETONIDAHO.US

ADMINISTRATION

SPECIAL COMMUNITY EVENTS

APPLICATION/AGREEMENT/PERMIT

REV 4/22

Date: 4-22-2022

Middleton City Code Section 3-2 Special Events.

I. General Information:

Event Name: 4th July parade and park events

Event Dates(s) / Time(s): 07-04-2022 11:00 am

Event Location: Parade map attached and Middleton Place Park

II. Applicant / Sponsoring Organization Information:

Applicant Name: Middleton Chamber of Commerce

Sponsoring organization Name: Middleton Chamber

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

Address: PO Box 434

City: Middleton State ID Zip: 83644

Phone: 208-899-2407; Cell Phone: 208-899-2407

Fax: _____; Email: info@middletonchamber.org

On-Site/Emergency Contact Name: Tamara Zimmerman

Address: 3 W Main

City: Middleton State ID Zip: 83644

Cell Phone: 208-899-2407; Email: _____

III. Brief Description and Purpose of Event:

4th July Celebration



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APPLICATION/AGREEMENT/PERMIT

REV 4/22

IV. Street Closure Request:

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

1. Main, Dewey, Triumph Dr, Middleton Rd, Concord
2. _____
3. _____

No permanent alteration to the street will be permitted.

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

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

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

Information:

- I. Does the event involve the sale or use of alcoholic beverages? Yes ☒ No ____.

If yes, an Alcohol Beverage Permit may be required.

- II. Does the event involve the sale or distribution of food? Yes ☒ No ____.

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

- III. Does the event involve the sale of non-food items? Yes ☒ No ____.

- IV. Will there be entertainment at the event? Yes ☒ No ____.

If yes, please provide the following information:

Dance component/open floor: flatbed trailer

Live or recorded music: _____

Amplification: _____

Start and end time of entertainment: 11-3pm

Refer to Middleton City Code Section _____ Noise.



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ADMINISTRATION

SPECIAL COMMUNITY EVENTS

APPLICATION/AGREEMENT/PERMIT

REV 4/22

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

VI. TEMPORARY STRUCTURES.

Will there be any temporary structures on the event site? Yes _____ No ☒

Number of stages: 1 Size of stage(s): trailer

Number of Tents: _____ Size of tent(s) _____

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

VII. Does the event involve use of fireworks, rockets, pyrotechnics? Yes _____ No ☒

Where and when?

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

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

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

Electrical inspection / permit may be required.

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

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

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

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

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

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

XV. PARKING:

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

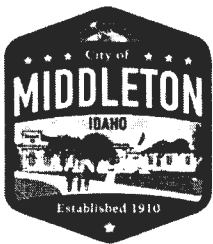
parking lots, side roads, park itself
for vendors

XVI. REFUSE / GARBAGE:

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

Have Republic Service boxes and
will dispose in big garbages

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



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ADMINISTRATION

SPECIAL COMMUNITY EVENTS

APPLICATION/AGREEMENT/PERMIT

REV 4/22

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

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

XIX. INSURANCE, FEE.

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

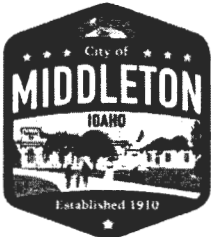
FEE: \$160.00 Pursuant to Resolution No. 334-13 Fee Schedule, except as otherwise provided in this chapter, special event applicants, promoters and sponsors whose special events require the use of municipal resources as a result of their anticipated attendance or heightened security concerns shall be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

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

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

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

Middleton Chamber (Applicant / Organization / Permittee) from liability under this application / permit. This application / permit shall apply whether or not such insurance



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APPLICATION/AGREEMENT/PERMIT

REV 4/22

policies have been determined to be applicable to any of such damages or claims for damages.

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

Further, as to such damages or claims for damages which arise during the scope of the activities or the use of property covered under this Agreement, Middleton Chamber (Applicant / Organization / Permittee), at its sole cost and expense, shall defend any and all suits, actions or other legal proceedings that may be brought or instituted by third parties against the City of Middleton, its officers, agents or employees, or any such claim or demand, and shall pay and satisfy any judgment or decree that may be rendered against the City of Middleton, its officers, agents or employees in any such suit, action or other legal proceeding.

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

IN WITNESS WHEREOF, Middleton Chamber (Applicant / Organization Representative/ Permittee) has made and entered into this Agreement with the City of Middleton as of this 22 day of April, 2022.

APPLICANT / ORGANIZATION REPRESENTATIVE

[Signature]
Signature

Date: 4-22-22

Tamara Zimmerman Chamber President
Print name / Organization Name and Representative Title

OFFICE USE ONLY

Application Received: _____

Fee Received: _____



CITY OF MIDDLETON

P O Box 487, MIDDLETON, ID 83644

PHONE 208-585-3133

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ADMINISTRATION

SPECIAL COMMUNITY EVENTS

APPLICATION/AGREEMENT/PERMIT

REV 4/22

Insurance Certificate Received: _____

Application Approved by City Council : _____

Application Denied: _____

Permit is hereby issued this _____ day of _____, 20____.

City Clerk

Notes: _____

Activities at Middleton Place Park 9am – 3pm



**Train Ride &
Face Painting**

By Blue Legacy
Dance Team

**Kid's
Carnival**

By Grace Bible Church

Face Painting

Middleton
Music
Academy

**Dunk
Tank**

~~Dunk Tank
by Homes of
Idaho~~

**Bounce
House**

Watermelon
Eating Contest

**Die
Taking**

Band Stage

**Vendor
Court**

Food Court

Car Show

**Watermelon
Eating
Contest by
Ridley's**

**Vendor
Court**

-Cotton
Candy Klds

-Middleton
School
District

-Scentsy

-Simple
Harvest

-Color Street
Nails

-Paparazzi
Jewelry &
Accessories

-Reflections
Dog Training

-Middleton
Rocks

**Bounce
Houses by
Eagle Land
Surveying**

Food Court

**In Order North
to South:**

-Bob's Kettle
Corn

-Grubbin BBQ

-Tiki's Shaved
Ice

-Jammi's
Dawus

-Maul Wow!
Smoothies

-Tacos Christy

-Fresh
Squeezed
Lemonade

-The Rustic
Oven

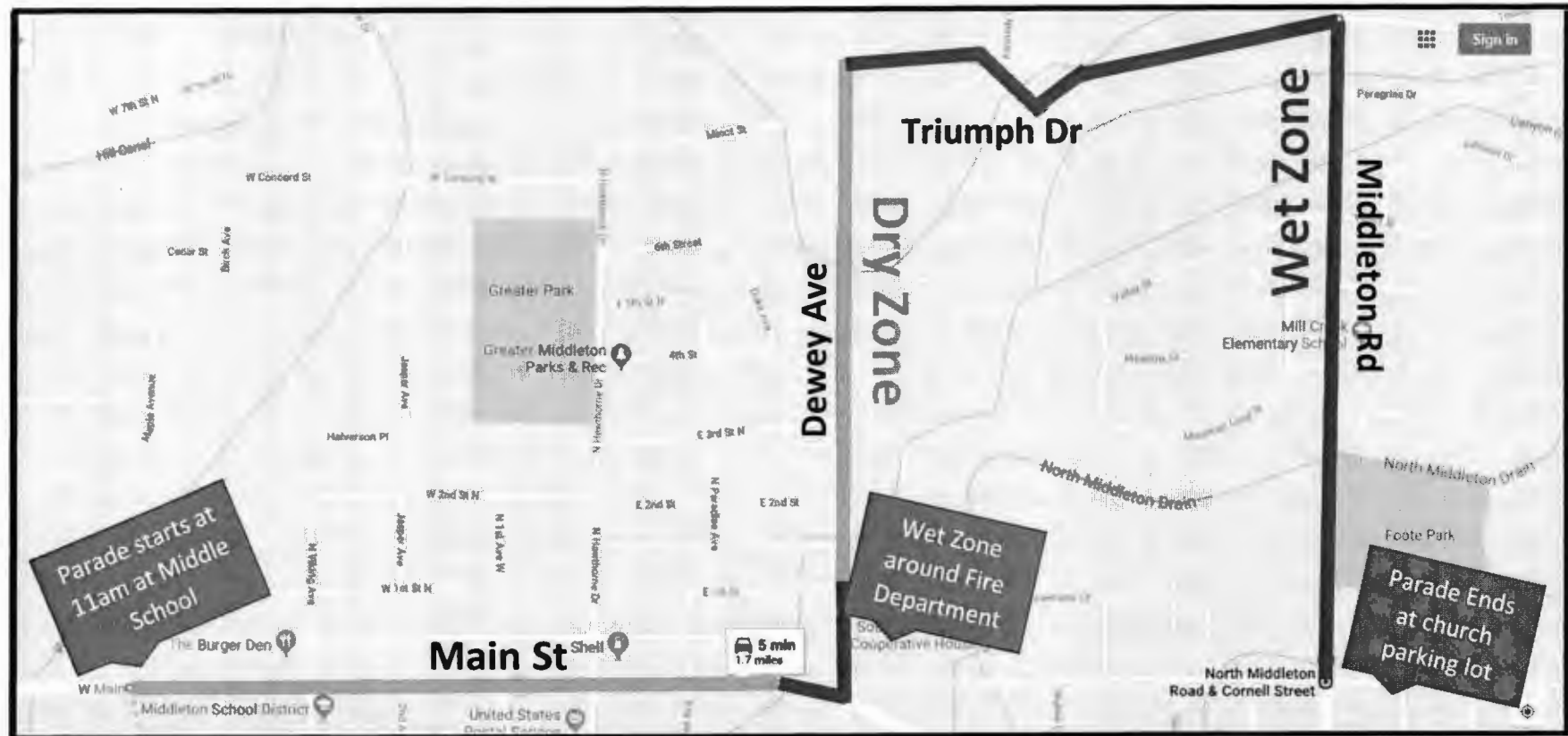
**Beer Garden
by Crescent Brewery**

2.

2.

2.

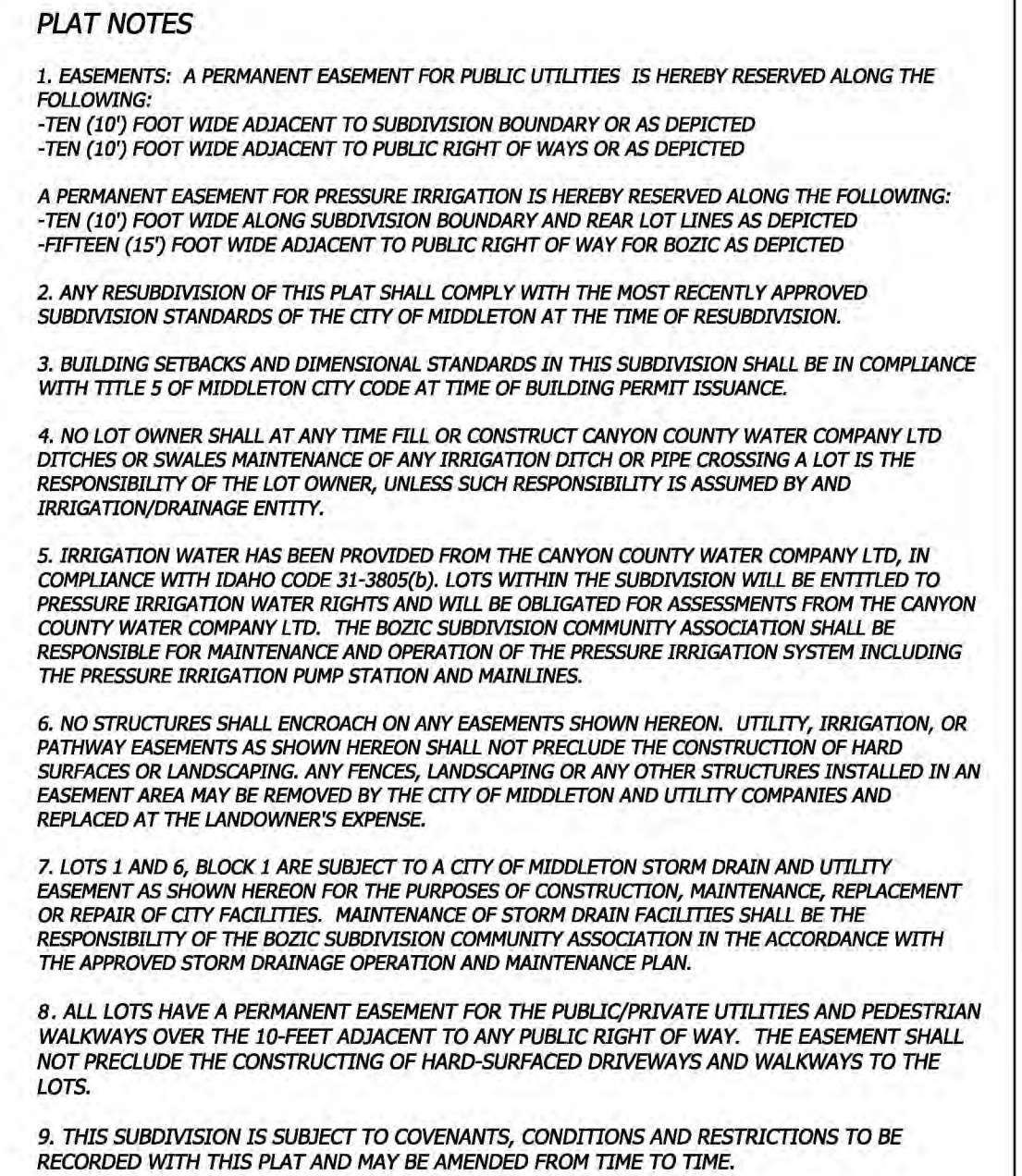
MIDDLETON 4th of July PARADE ROUTE















Middleton
Chamber of Commerce

Middleton's 4th of July Parade is known for our crowd-friendly water fight. If you choose to be in the WET ZONE portion of the parade, this means you are armed and ready to douse the spectators with all you got.

If you choose to sit in the WET ZONE portion of the parade, you are prepared as a spectator to be fired upon or to fire back. This does not mean the entire parade route is a free-for-all water fight. Be respectful of the crowd and parade participants who do not wish to get wet. They have chosen to ride or sit in the DRY ZONE. Please do not fire water from or in the DRY ZONE. Thank you for your participation in the Middleton 4th of July Parade. The wet zone is part of what makes our parade unique.



UNPLATTED

<u>LEGEND</u>	
	SUBDIVISION BOUNDARY LINE
	EXISTING DEED OR LOT LINE
	CENTERLINE
	LOT LINE
	SECTIONAL LINE
	EASEMENT
	FOUND 5/8" REBAR/CAP PLS 14221 OR AS NOTED
	FOUND ALUMINUM CAP
	FOUND BRASS CAP
	SET 5/8" REBAR/CAP PLS 11574
	SET 1/2" REBAR/CAP PLS 11574
	LOT NUMBER

SURVEYORS NARRATIVE

SAWTOOTH LAND SURVEYING WAS CONTRACTED BY THE NICK J. GUHO FAMILY TRUST TO PREPARE THE SUBDIVISION PLAT AS SHOWN HEREON.

THE BOUNDARY FOR THIS PLAT WAS CREATED BY THIS OFFICE WITH RECORD OF SURVEY INSTRUMENT NUMBER 2018-057488. THE MONUMENTS SHOWN HEREON WERE FOUND AND ACCEPTED FOR THIS SURVEY. THE 1/2" REBAR MONUMENTS FOUND ALONG THE BOUNDARY OF THE SUBDIVISION WERE REPLACED WITH 5/8" REBAR WITH CAPS PLS 11574.

REFERENCES

R1) RECORD OF SURVEY INST. NO. 2018-057488
R2) BEESON'S CORNER SUBDIVISION, BOOK 25 OF PLATS, PAGE 49, CANYON COUNTY RECORDS
R3) BIGELOW'S SUBDIVISION, BOOK 2 OF PLATS, PAGE 77, CANYON COUNTY RECORDS
R4) NOTTINGHAM GREEN SUBDIVISION NO. 1, BOOK 29 OF PLATS, PAGE 45, CANYON COUNTY RECORDS
R5) WARRANTY DEED INST. NO. 2019-039109
R6) RECORD OF SURVEY INST. NO. 2018-057310
R7) RECORD OF SURVEY INST. NO. 1998029618

2030 S. WASHINGTON AVE.

EMMETT, ID 83617

(208) 398-8104

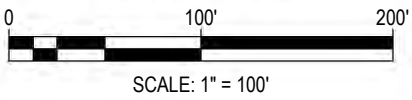
FAX (208) 398-8105

WWW.SAWTOOTHLS.COM

SHEET:	DATE:	DRAWN BY:	CHECKED BY:	JOB#:	DWG#:
1 OF 3	4/2022	AR	JB	120146	120146-FP

BLUE MEADOWS SUBDIVISION NO. 2

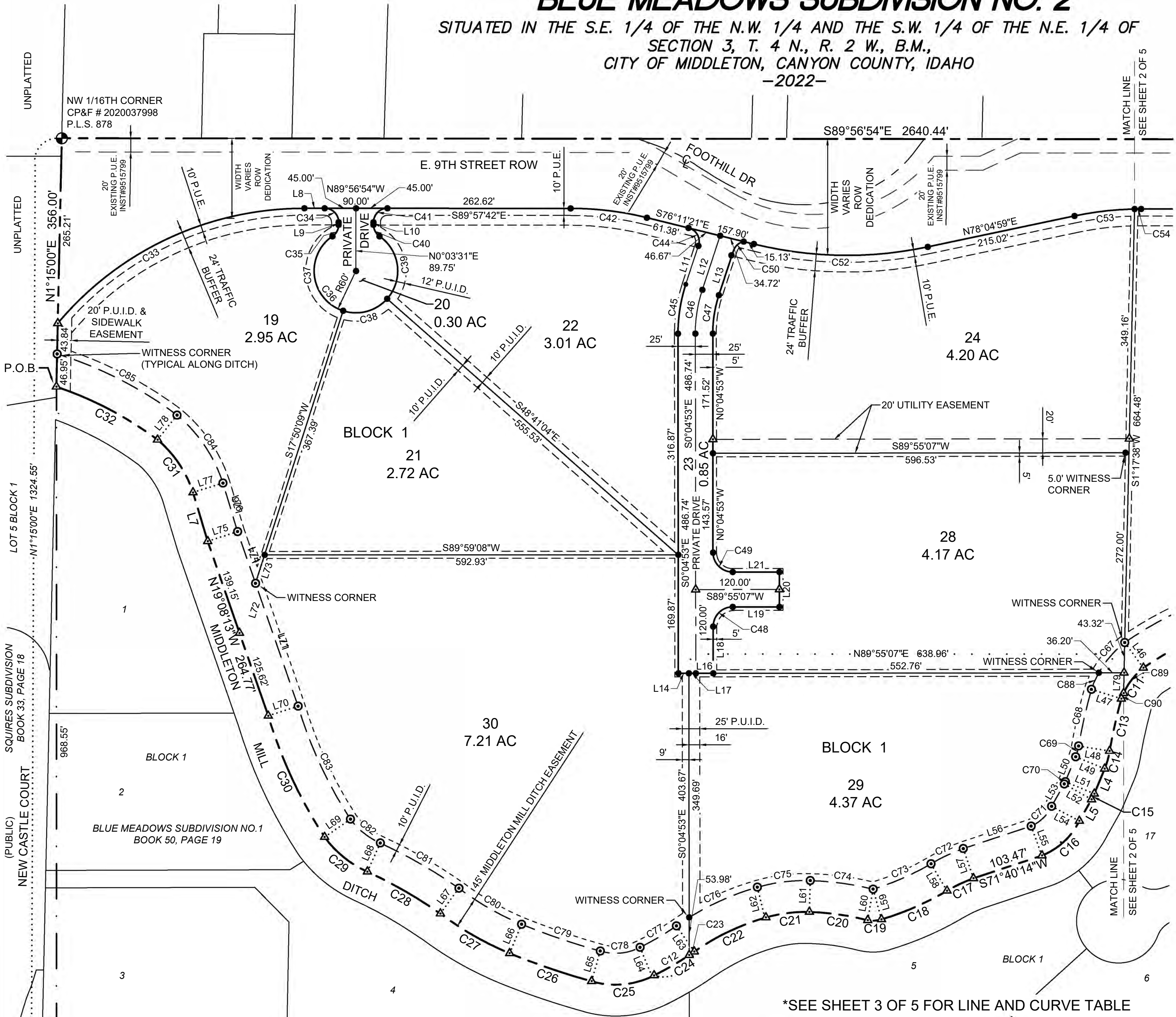
SITUATED IN THE S.E. 1/4 OF THE N.W. 1/4 AND THE S.W. 1/4 OF THE N.E. 1/4 OF
SECTION 3, T. 4 N., R. 2 W., B.M.,
CITY OF MIDDLETON, CANYON COUNTY, IDAHO
-2022-



NOTES:
SEE SHEET 3

LEGEND:

- SET 1/2" REBAR WITH PLASTIC CAP MARKED ESMT PLS 19630
 - FOUND 5/8" REBAR WITH ALUMINUM CAP AS NOTED
 - FOUND 3" BRASS CAP P.L.S. 878
 - FOUND 5/8" REBAR MARKED HORROCKS PLS 8960
 - SET 5/8" REBAR W/PLASTIC CAP MARKED HORROCKS PLS 19630
 - CALCULATED POINT, NOTHING SET OR FOUND
 - SET 1/2" REBAR WITH PLASTIC CAP MARKED PLS 19630
- BLOCK 1 BLOCK NUMBER
1 LOT NUMBER
BLOCK 1 ADJACENT BLOCK NUMBER
1 ADJACENT LOT NUMBER
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
N.T.S. NOT TO SCALE
C.P.F. CORNER PERPETUATION AND FILING
RM REFERENCE MARKER
P.U.E. PUBLIC UTILITY EASEMENT
P.U.I.D. PUBLIC UTILITY, IRRIGATION, & DRAINAGE EASEMENT
- SUBDIVISION BOUNDARY
LOT LINE
SECTION LINE
SURVEY TIE LINE
ROAD CENTERLINE
PUBLIC UTILITY, IRRIGATION, & DRAINAGE EASEMENT (P.U.I.D.)
EXISTING EASEMENT LINE AS NOTED
EASEMENT LINE AS NOTED
MIDDLETON MILL DITCH EASEMENT LINE



*SEE SHEET 3 OF 5 FOR LINE AND CURVE TABLE

BASIS OF BEARINGS:

THE BASIS OF BEARING FOR THIS SURVEY WAS
GENERATED FROM A GPS OPUS SOLUTION, PROJECTED
TO THE IDAHO WEST STATE PLANE, ZONE (1103).
DISTANCES ARE GROUND, BEARINGS ARE GRID.



RON WRIGHT

P.L.S. 19630

INDEX # 424-03-1-4-2-00-00

2775 W. Navigator Dr.,
Suite 210
Meridian, ID 83642
(208) 895-2520

HORROCKS
ENGINEERS

BOOK PAGE

SHEET 1 OF 5
DRAW: 1/31/2022
PROJECT # ID-1430-1810

REV #	DATE	REVISIONS

BLUE MEADOWS SUBDIVISION NO. 2

SITUATED IN THE S.E. 1/4 OF THE N.W. 1/4 AND THE S.W. 1/4 OF THE N.E. 1/4 OF
SECTION 3, T. 4 N., R. 2 W., B.M.,
CITY OF MIDDLETON, CANYON COUNTY, IDAHO
-2022-



0 100' 200'
SCALE: 1" = 100'

BASIS OF BEARINGS:

THE BASIS OF BEARING FOR THIS SURVEY WAS
GENERATED FROM A GPS OPUS SOLUTION, PROJECTED
TO THE IDAHO WEST STATE PLANE, ZONE (1103).
DISTANCES ARE GROUND, BEARINGS ARE GRID.

LEGEND:

- SET 1/2" REBAR WITH PLASTIC CAP MARKED
ESMT PLS 19630
- FOUND 5/8" REBAR WITH ALUMINUM CAP AS
NOTED
- FOUND 3" BRASS CAP P.L.S. 878
- FOUND 5/8" REBAR MARKED HORROCKS PLS 8960
- SET 5/8" REBAR W/PLASTIC CAP MARKED
HORROCKS PLS 19630
- CALCULATED POINT, NOTHING SET OR FOUND
- SET 1/2" REBAR WITH PLASTIC CAP MARKED PLS 19630

- BLOCK 1 BLOCK NUMBER
1 LOT NUMBER
BLOCK 1 ADJACENT BLOCK NUMBER
1 ADJACENT LOT NUMBER
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
N.T.S. NOT TO SCALE
C.P.F. CORNER PERPETUATION AND FILING
RM REFERENCE MARKER
P.U.E. PUBLIC UTILITY EASEMENT
P.U.I.D. PUBLIC UTILITY, IRRIGATION, & DRAINAGE EASEMENT

- SUBDIVISION BOUNDARY
- LOT LINE
- SECTION LINE
- ROAD CENTERLINE
- PUBLIC UTILITY, IRRIGATION, &
DRAINAGE EASEMENT (P.U.I.D.)
- EXISTING EASEMENT LINE AS NOTED
- EASEMENT LINE AS NOTED
- MIDDLETON MILL DITCH EASEMENT



RON WRIGHT

P.L.S. 19630

*SEE SHEET 3 OF 5 FOR LINE AND CURVE TABLE

INDEX # 424-03-1-4-2-00-00

BOOK PAGE

FOUND 2" ALUMINUM CAP
CENTER 1/4
CP&F # 2020037995
P.L.S. 8960
SEC. 3

BASIS OF BEARING
S89°54'50"W
1319.13'

FOUND 2"
ALUMINUM CAP
P.L.S. 8960
1/16TH CORNER
CP&F # 2020037994

2775 W. Navigator Dr.,
Suite 210
Meridian, ID 83642
(208) 895-2520

HORROCKS
ENGINEERS

SHEET 2 OF 5

DRAW: 1/31/2022

PROJECT # ID-1430-1810

BLUE MEADOWS SUBDIVISION NO. 2

SITUATED IN THE S.E. 1/4 OF THE N.W. 1/4 AND THE S.W. 1/4 OF THE N.E. 1/4 OF
SECTION 3, T. 4 N., R. 2 W., B.M.,
CITY OF MIDDLETON, CANYON COUNTY, IDAHO
-2022-

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	51.73'	150.00'	19°45'39"	N62°08'58"W	51.48'
C2	225.94'	351.36'	36°50'36"	N33°20'20"W	222.07'
C3	42.40'	290.56'	8°21'41"	N19°17'23"W	42.37'
C4	23.88'	50.00'	27°21'58"	N35°38'55"W	23.66'
C5	60.98'	75.88'	46°02'43"	N76°42'40"W	59.35'
C6	67.97'	200.00'	19°28'17"	N88°10'20"W	67.64'
C7	153.58'	406.15'	21°39'55"	S89°29'10"W	152.66'
C8	53.73'	250.00'	12°18'54"	S85°15'12"W	53.63'
C9	67.64'	243.93'	15°53'16"	S83°28'01"W	67.42'
C10	179.23'	505.74'	20°18'19"	S65°40'03"W	178.30'
C11	55.04'	100.00'	31°32'03"	S35°27'19"W	54.35'
C12	58.27'	462.78'	7°12'51"	S59°58'33"W	58.23'
C13	76.80'	827.42'	5°19'06"	S12°43'08"W	76.77'
C14	26.50'	109.70'	13°50'25"	S15°22'05"W	26.43'
C15	9.02'	75.00'	6°53'21"	S26°01'58"W	9.01'
C16	74.74'	102.37'	41°49'39"	S47°13'31"W	73.09'
C17	42.03'	218.60'	11°01'02"	S64°40'44"W	41.97'
C18	102.76'	428.99'	13°43'29"	S66°25'52"W	102.51'
C19	19.95'	42.58'	26°50'18"	S86°46'39"W	19.76'
C20	84.62'	378.68'	12°48'13"	N81°59'25"W	84.45'
C21	63.03'	205.95'	17°32'10"	S82°50'23"W	62.79'
C22	114.27'	344.26'	19°01'07"	S64°28'32"W	113.75'
C23	8.83'	462.78'	1°05'37"	S55°49'19"W	8.83'
C24	67.10'	462.78'	8°18'28"	S59°25'45"W	67.04'
C25	92.14'	121.77'	43°21'19"	S84°42'59"W	89.96'
C26	124.25'	1069.25'	6°39'28"	N71°12'19"W	124.18'
C27	114.68'	459.50'	14°17'58"	N60°11'13"W	114.38'
C28	120.86'	670.18'	10°19'58"	N60°08'02"W	120.70'
C29	79.76'	151.84'	30°05'44"	N51°02'11"W	78.84'
C30	192.21'	671.02'	16°24'44"	N24°56'53"W	191.56'

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C31	92.30'	166.09'	31°50'23"	N33°56'08"W	91.12'
C32	164.41'	517.95'	18°11'12"	N62°20'53"W	163.72'
C33	402.78'	460.00'	50°10'06"	N65°00'36"E	390.03'
C34	31.42'	20.00'	90°00'25"	N44°56'41"W	28.29'
C35	19.47'	20.00'	55°46'16"	N27°56'39"E	18.71'
C36	305.30'	60.00'	291°32'32"	S89°56'29"E	67.50'
C37	134.03'	60.00'	127°59'38"	N8°10'02"W	107.85'
C38	69.23'	60.00'	66°06'19"	N74°46'59"E	65.45'
C39	102.04'	60.00'	97°26'35"	N6°59'28"W	90.18'
C40	19.47'	20.00'	55°46'16"	N27°49'37"W	18.71'
C41	31.41'	20.00'	89°59'35"	N45°03'19"E	28.28'
C42	110.50'	460.00'	13°45'50"	S83°04'16"E	110.24'
C44	32.95'	20.00'	94°23'46"	S28°59'25"E	29.35'
C45	71.82'	225.00'	18°17'24"	S9°03'49"W	71.52'
C46	63.84'	200.00'	18°17'24"	S9°03'49"W	63.57'
C47	55.86'	175.04'	18°17'08"	S9°03'49"W	55.63'
C48	43.98'	28.00'	90°00'00"	N44°55'07"E	39.60'
C49	42.64'	28.00'	87°14'44"	N46°27'14"W	38.64'
C50	20.50'	20.00'	58°44'24"	N47°34'43"E	19.62'
C51	33.55'	200.00'	9°36'39"	S86°53'51"W	33.51'
C52	251.46'	560.00'	25°43'41"	N89°03'11"W	249.35'
C53	86.74'	460.00'	10°48'13"	N83°29'05"E	86.61'
C54	9.35'	460.00'	1°09'55"	N89°28'09"E	9.35'
C55	42.90'	28.00'	87°47'38"	S43°50'18"E	38.83'
C56	43.31'	28.00'	88°36'58"	N44°22'00"E	39.12'
C57	22.23'	105.00'	12°07'57"	N58°26'17"W	22.19'
C58	196.86'	306.35'	36°49'04"	N33°18'45"W	193.49'
C59	49.49'	335.56'	8°27'00"	N19°19'12"W	49.44'
C60	45.37'	95.00'	27°21'58"	N35°38'55"W	44.94'
C61	98.26'	120.88'	46°34'16"	N76°04'08"W	95.57'

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C62	34.42'	200.00'	9°51'38"	N83°22'01"W	34.38'
C63	170.91'	451.15'	21°42'19"	S89°31'47"W	169.89'
C64	43.90'	205.00'	12°16'12"	S85°16'33"W	43.82'
C65	80.00'	288.93'	15°51'51"	S83°28'43"W	79.74'
C66	196.55'	550.74'	20°26'53"	S65°35'03"W	195.51'
C67	57.49'	144.88'	22°44'15"	S40°36'47"W	57.12'
C68	83.26'	872.42'	5°28'06"	S12°44'47"W	83.23'
C69	16.07'	64.70'	14°13'46"	S15°04'59"W	16.03'
C70	3.61'	30.00'	6°53'21"	S26°01'58"W	3.61'
C71	41.76'	57.37'	41°42'17"	S46°06'01"W	40.85'
C72	51.13'	263.60'	11°06'47"	S64°45'49"W	51.05'
C73	90.92'	383.99'	13°34'01"	S66°22'26"W	90.71'
C74	91.04'	423.68'	12°18'40"	N82°14'11"W	90.86'
C75	76.84'	250.94'	17°32'40"	S82°50'08"W	76.54'
C76	129.11'	389.26'	19°00'17"	S64°29'15"W	128.52'
C77	60.70'	417.78'	8°19'27"	S59°27'11"W	60.64'
C78	58.61'	76.77'	43°44'32"	S84°45'56"W	57.20'
C79	119.20'	1024.25'	6°40'05"	N71°13'21"W	119.14'
C80	103.96'	414.50'	14°22'15"	N60°07'20"W	103.69'
C81	130.10'	715.18'	10°25'24"	N60°06'57"W	129.93'
C82	55.36'	106.84'	29°41'18"	N51°23'17"W	54.74'
C83	179.05'	626.02'	16°23'16"	N24°51'04"W	178.45'
C84	119.22'	211.09'	32°21'29"	N34°03'11"W	117.64'
C85	193.94'	562.95'	19°44'21"	N62°59'37"W	192.99'
C86	27.29'	155.00'	10°05'18"	S87°08'10"W	27.26'
C87	25.38'	155.00'	9°22'59"	N83°07'41"W	25.36'
C88	26.02'	145.00'	10°17'00"	S24°06'27"W	25.99'
C89	46.59'	100.00'	26°41'31"	S37°52'35"W	46.17'
C90	8.45'	100.00'	4°50'32"	S22°06'33"W	8.45'

Line Table		
Line #	Length	Direction
L1	35.97'	N49°19'54"W
L2	70.14'	S82°05'31"W
L3	105.82'	N78°26'12"W
L4	38.76'	S22°35'17"W
L5	35.40'	S29°28'38"W
L7	73.00'	N16°45'38"W
L8	29.04'	N89°56'48"E
L9	3.60'	S0°03'31"W
L10	3.61'	N0°03'31"E
L11	58.02'	S18°12'31"W
L12	81.54'	N18°12'31"E
L13	67.10'	N18°12'31"E
L14	15.00'	N89°55'07"E
L16	25.00'	N89°55'07"E
L17	10.00'	N89°55'07"E
L18	67.00'	N0°04'53"W
L19	67.00'	N89°55'07"E
L20	50.00'	N0°04'53"W
L21	67.03'	S89°55'07"W
L22	62.00'	S0°03'31"W
L23	25.00'	S89°56'29"E
L24	25.00'	S89°56'29"E
L25	62.00'	N0°03'31"E
L26	47.92'	N1°17'38"E
L27	45.00'	N37°58'16"E
L28	45.00'	N74°59'38"E
L29	45.00'	N65°58'20"E
L30	106.94'	S24°32'47"E

Line Table		
Line #	Length	Direction
L31	45.01'	N66°44'38"E
L32	160.84'	N21°57'56"W
L33	45.00'	N68°02'04"E
L34	45.00'	N40°40'06"E
L35	37.48'	N49°19'54"W
L36	45.03'	N38°44'33"E
L37	45.00'	N8°42'54"W
L38	69.50'	S82°05'31"W
L39	45.00'	N7°54'29"W
L40	45.00'	N11°33'48"E
L41	106.29'	N78°26'12"W
L42	45.00'	N10°57'27"E
L43	45.00'	N11°06'31"W
L44	45.00'	N1°24'39"E
L45	45.00'	N14°19'31"W
L46	45.02'	N36°22'36"W
L47	45.03'	N72°38'18"W
L48	45.01'	N80°51'44"W
L49	45.00'	N67°34'54"W
L50	38.63'	S22°35'17"W
L51	45.00'	S67°24'43"E
L52	45.00'	N60°31'22"W
L53	36.82'	S29°28'38"W
L54	45.02'	N62°20'00"W
L55	45.03'	N20°20'57"W
L56	102.43'	S71°40'14"W
L57	45.00'	N19°02'11"W
L58	45.00'	N30°36'56"W

Line Table		
Line #	Length	Direction
L59	45.01'	N15°32'40"W
L60	45.13'	N9°47'05"E
L61	45.00'	N1°36'28"E
L62	45.03'	N14°00'08"W
L63	45.00'	N34°52'14"W
L64	45.08'	N22°43'28"W
L65	45.00'	N15°58'40"E
L66	45.00'	N22°23'51"E
L67	45.01'	N36°02'17"E
L68	45.00'	N24°16'02"E
L69	45.02'	N55°19'44"E
L70	45.01'	N72°04'53"E
L71	186.36'	S19°08'13"E
L72	74.82'	N17°50'09"E
L73	42.70'	N17°50'09"E
L74	78.44'	N19°08'13"W
L75	45.01'	N72°03'04"E
L76	72.53'	N16°45'38"W
L77	45.00'	N72°38'58"E
L78	45.02'	N38°22'43"E
L79	29.39'	S1°17'38"W

NOTES:

- LOTS 20, 23, AND 26, BLOCK 1 ARE COMMON LOT, TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION. SAID COMMON LOTS HAVE A BLANKET PUBLIC UTILITY, DRAINAGE, AND ACCESS EASEMENT.
- IF WETLANDS EXIST WITHIN A PORTION OF THIS SUBDIVISION; ANY IMPROVEMENTS, CONSTRUCTION OR ALTERATIONS TO OR WITHIN THOSE AREAS REQUIRES PERMITTING WITH THE APPROPRIATE JURISDICTIONAL AGENCIES.
- INTENTIONALLY DELETED.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROCURE ANY PERMITS OR LICENSES FOR CONSTRUCTION WITHIN THE WETLANDS SHOWN HEREON.
- THIS PLAT IS SUBJECT TO COMPLIANCE WITH IDAHO CODE, SECTION 31-3805, PERTAINING TO IRRIGATION WATERS. IRRIGATION FOR EACH LOT SHOWN ON THIS PLAT WILL BE PROVIDED BY GRAVITY IRRIGATION FROM ONSITE PONDS. WATER WILL BE DELIVERED TO SAID ON SITE PONDS BY MIDDLETON MILL IRRIGATION DISTRICT. THIS SUBDIVISION HAS 80 SHARES OF WATER RIGHTS FROM MIDDLETON MILL DITCH COMPANY AND NEWMAN DITCH COMPANY.
- THE HOMEOWNERS ASSOCIATION IS RESPONSIBLE FOR ALL STORM DRAINAGE FACILITIES OUTSIDE OF THE PUBLIC RIGHT OF WAY INCLUDING ALL ROUTINE AND HEAVY MAINTENANCE.
- INTENTIONALLY DELETED.
- PUBLIC UTILITY, IRRIGATION & DRAINAGE EASEMENTS (P.U.I.D.) WILL BE AS FOLLOWS:
 - 10 FEET WIDE ADJACENT TO THE SUBDIVISION BOUNDARY
 - 5 FEET WIDE ON EACH SIDE OF INTERIOR LOT LINES (DRAINAGE ONLY)
 - ALL OTHER EASEMENTS ARE AS SHOWN.
 - NO PERMANENT STRUCTURE ARE ALLOWED WITHIN SAID EASEMENTS.
- NO LOT SHALL HAVE DIRECT ACCESS TO FUTURE 9TH ST. EXCEPT AT THE PRIVATE DRIVE

- LOCATIONS SHOWN ON THE FACE OF THE PLAT.
- ALL POINTS DEFINING THE CENTERLINE OF THE MIDDLETON MILL CANAL WERE SET AS REFERENCE MONUMENTS.
 - BUILDING SETBACKS AND DIMENSIONAL STANDARDS IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE CITY OF MIDDLETON'S CODES AND STANDARDS IN EFFECT AT THE TIME OF BUILDING PERMIT ISSUANCE EXCEPT FOR BUILDING HEIGHT DIMENSIONS THAT WERE CHANGED BY AN APPROVED SPECIAL USE PERMIT APPLICATION.
 - STORM WATER FACILITIES WILL BE CONSTRUCTED PER THE CITY OF MIDDLETON STANDARDS.
 - UNLESS OTHERWISE SHOWN AND DIMENSIONED, ALL LOTS ARE HEREBY DESIGNATED AS HAVING A PERMANENT EASEMENT FOR PUBLIC UTILITIES OVER THE 5 FEET ADJACENT TO ANY INTERIOR SIDE LOT LINE AND OVER THE 10 FEET ADJACENT TO ANY REAR LOT LINE OR SUBDIVISION BOUNDARY.
 - ANY FENCES, LANDSCAPING OR STRUCTURES LOCATED IN AN EASEMENT AREA MAY BE REMOVED BY THE CITY OF MIDDLETON OR UTILITY COMPANIES. REPLACEMENT WILL BE AT THE SOLE EXPENSE OF THE LANDOWNER OR HOMEOWNERS' ASSOCIATION.
 - ANY RE-SUBDIVISION OF THE PLAT SHALL COMPLY WITH THE APPLICABLE ZONING AT THE TIME OF RE-SUBDIVISION.
 - ALL LOTS ARE HEREBY DESIGNATED AS HAVING A PERMANENT EASEMENT FOR PUBLIC UTILITIES OVER THE 10 FEET ADJACENT TO ANY PUBLIC RIGHT OF WAY. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF HARD SURFACED DRIVEWAYS AND WALKWAYS TO EACH LOT.

SURVEY NARRATIVE

THIS SURVEY AND THE PLAT OF BLUE MEADOWS SUBDIVISION NO.2 WAS CONDUCTED AT THE REQUEST OF THE CLIENT. THE INTENT IS TO SUBDIVIDE THIS PROPERTY TO REFLECT THE CONFIGURATION SHOWN HEREON. THE FOUND MONUMENTS CONFORM TO RECORD DATA WITHIN ACCEPTABLE TOLERANCES.

INDEX # 424-03-1-4-2-00-00

2775 W. Navigator Dr., Suite 210 Meridian, ID 83642 (208) 895-2520	<div><div>HORROCKS</div><div>ENGINEERS</div></div>	BOOK _____ PAGE _____
		SHEET 3 OF 5
		DRAW: 1/31/2022
		PROJECT # ID-1430-1810

RON WRIGHT



P.L.S. 19630

BLUE MEADOWS SUBDIVISION NO. 2

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS, THAT TRADITION CAPITAL PARTNERS, LLC IS THE OWNER OF THE REAL PROPERTY HEREAFTER DESCRIBED:

THIS PARCEL IS A PORTION OF THE S.W. ¼ OF THE N.E. ¼ AND THE S.E. ¼ OF THE N.W. ¼ OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE BOISE MERIDIAN, CITY OF MIDDLETON, CANYON COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID S.E. ¼ OF THE N.W. ¼, FROM WHICH THE SOUTHEAST CORNER OF SAID S.E. ¼ OF THE N.W. ¼ BEARS N.89°54'31"E., 1320.44 FEET; THENCE ALONG THE WEST BOUNDARY OF SAID S.E. ¼ OF THE N.W. ¼,

- N.01°15'00"E., 968.55 FEET TO A POINT ON CENTERLINE OF THE MIDDLETON MILL DITCH, ALSO BEING THE NORTHWEST CORNER OF BLUE MEADOWS SUBDIVISION NO. 1, ON FILE IN BOOK 50, PAGE 19, RECORDS OF CANYON COUNTY AND THE **POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID WEST BOUNDARY,
- N.01°15'00"E., 356.00 FEET TO THE NORTHWEST CORNER OF SAID S.E. ¼ OF THE N.W. ¼; THENCE ALONG THE NORTH BOUNDARIES OF SAID S.W. ¼ OF THE N.E. ¼ AND THE S.E. ¼ OF THE N.W. ¼,
- S.89°56'54"E., 2640.44 FEET TO THE NORTHEAST CORNER OF SAID S.W. ¼ OF THE N.E. ¼; THENCE ALONG THE EAST BOUNDARY OF SAID S.W. ¼ OF THE N.E. ¼,
- S.01°17'38"W., 1237.24 FEET TO A POINT ON THE CENTERLINE OF THE MIDDLETON MILL DITCH, ALSO BEING THE NORTHEAST CORNER OF SAID BLUE MEADOWS SUBDIVISION NO. 1 AND A POINT OF CURVATURE; THENCE ALONG THE NORTH BOUNDARY OF SAID BLUE MEADOWS SUBDIVISION NO. 1 AND A CURVE TO THE RIGHT,
- HAVING A RADIUS OF 150.00 FEET AN ARC LENGTH OF 51.73 FEET, THROUGH A CENTRAL ANGLE OF 19°45'39" AND A LONG CHORD WHICH BEARS N.62°08'58"W., 51.48 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A CURVE TO THE RIGHT,
- HAVING A RADIUS OF 351.36 FEET, AN ARC LENGTH OF 225.94 FEET, THROUGH A CENTRAL ANGLE OF 36°50'36" AND A LONG CHORD WHICH BEARS N.33°20'20"W., 222.07 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE LEFT,
- HAVING A RADIUS OF 290.56 FEET, AN ARC LENGTH OF 42.40 FEET, THROUGH A CENTRAL ANGLE OF 08°21'41" AND A LONG CHORD WHICH BEARS N.19°17'23"W., 42.37 FEET TO A POINT OF TANGENCY; THENCE,
- N.24°32'47"W., 107.54 FEET; THENCE,
- N.21°57'56"W., 161.86 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT,
- HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 23.88 FEET, THROUGH A CENTRAL ANGLE OF 27°21'58" AND A LONG CHORD WHICH BEARS N.35°38'55"W., 23.66 FEET TO A POINT OF TANGENCY; THENCE,
- N.49°19'54"W., 35.97 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT,
- HAVING A RADIUS OF 75.88 FEET, AN ARC LENGTH OF 60.98 FEET, THROUGH A CENTRAL ANGLE OF 46°02'43" AND A LONG CHORD WHICH BEARS N.76°42'40"W., 59.35 FEET TO A POINT OF TANGENCY; THENCE,
- S.82°05'31"W., 70.14 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT,
- HAVING A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 67.97 FEET, THROUGH A CENTRAL ANGLE OF 19°28'17" AND A LONG CHORD WHICH BEARS N.88°10'20"W., 67.64 FEET TO A POINT OF TANGENCY; THENCE,
- N.78°26'12"W., 105.82 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT,
- HAVING A RADIUS OF 406.15 FEET, AN ARC LENGTH OF 153.58 FEET, THROUGH A CENTRAL ANGLE OF 21°39'55" AND A LONG CHORD WHICH BEARS S.89°29'10"W., 152.66 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE RIGHT,
- HAVING A RADIUS OF 250.00 FEET, AN ARC LENGTH OF 53.73 FEET, THROUGH A CENTRAL ANGLE OF 12°18'54" AND A LONG CHORD WHICH BEARS S.85°15'12"W., 53.63 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE LEFT,
- HAVING A RADIUS OF 243.93 FEET, AN ARC LENGTH OF 67.64 FEET, THROUGH A CENTRAL ANGLE OF 15°53'16" AND A LONG CHORD WHICH BEARS S.83°28'01"W., 67.42 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A CURVE TO THE LEFT,
- HAVING A RADIUS OF 505.74 FEET, AN ARC LENGTH OF 179.23 FEET, THROUGH A CENTRAL ANGLE OF 20°18'19" AND A LONG CHORD WHICH BEARS S.65°40'03"W., 178.30 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A CURVE TO THE LEFT,
- HAVING A RADIUS OF 100.00 FEET, AN ARC LENGTH OF 55.04 FEET, THROUGH A CENTRAL ANGLE OF 31°32'03" AND A LONG CHORD WHICH BEARS S.35°27'19"W., 54.35 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A CURVE TO THE LEFT,
- HAVING A RADIUS OF 827.42 FEET, AN ARC LENGTH OF 76.80 FEET, THROUGH A CENTRAL ANGLE OF 05°19'06" AND A LONG CHORD WHICH BEARS S.12°43'08"W., 76.77 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE RIGHT,
- HAVING A RADIUS OF 109.70 FEET, AN ARC LENGTH OF 26.50 FEET, THROUGH A CENTRAL ANGLE OF 13°50'25" AND A LONG CHORD WHICH BEARS S.15°22'05"W., 26.43 FEET TO A POINT OF TANGENCY; THENCE,
- S.22°35'17"W., 38.76 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT,
- HAVING A RADIUS OF 75.00 FEET, AN ARC LENGTH OF 9.02 FEET, THROUGH A CENTRAL ANGLE OF 06°53'21" AND A LONG CHORD WHICH BEARS S.26°01'58"W., 9.01 FEET TO A POINT OF TANGENCY; THENCE,
- S.29°28'38"W., 35.40 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT,
- HAVING A RADIUS OF 102.37 FEET, AN ARC LENGTH OF 74.74 FEET, THROUGH A CENTRAL ANGLE OF 41°49'39" AND A LONG CHORD WHICH BEARS S.47°13' 31"W., 73.09 FEET TO A POINT OF TANGENCY; THENCE,
- S.71°40'14"W., 103.47 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT,
- HAVING A RADIUS OF 218.60 FEET, AN ARC LENGTH OF 42.03 FEET, THROUGH A CENTRAL ANGLE OF 11°01'02" AND A LONG CHORD WHICH BEARS S.64°40'44"W., 41.97 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE RIGHT,
- HAVING A RADIUS OF 428.99 FEET, AN ARC LENGTH OF 102.76 FEET, THROUGH A CENTRAL ANGLE OF

13°43'29" AND A LONG CHORD WHICH BEARS S.66°25'52"W., 102.51 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A CURVE TO THE RIGHT,

30. HAVING A RADIUS OF 42.58 FEET, AN ARC LENGTH OF 19.95 FEET, THROUGH A CENTRAL ANGLE OF 26°50'18" AND A LONG CHORD WHICH BEARS S.86°46'39"W., 19.76 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE LEFT,

31. HAVING A RADIUS OF 378.68 FEET, AN ARC LENGTH OF 84.62 FEET, THROUGH A CENTRAL ANGLE OF 12°48'13" AND A LONG CHORD WHICH BEARS N.81°59'25"W., 84.45 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A CURVE TO THE LEFT,

32. HAVING A RADIUS OF 205.95 FEET, AN ARC LENGTH OF 63.03 FEET, THROUGH A CENTRAL ANGLE OF 17°32'10" AND A LONG CHORD WHICH BEARS S.82°50'23"W., 62.79 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A CURVE TO THE LEFT,

33. HAVING A RADIUS OF 344.26 FEET, AN ARC LENGTH OF 114.27 FEET, THROUGH A CENTRAL ANGLE OF 19°01'07" AND A LONG CHORD WHICH BEARS S.64°28'32"W., 113.75 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE RIGHT,

34. HAVING A RADIUS OF 462.78 FEET, AN ARC LENGTH OF 67.10 FEET, THROUGH A CENTRAL ANGLE OF 08°18'28" AND A LONG CHORD WHICH BEARS S.59°25'45"W., 67.04 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A CURVE TO THE RIGHT,

35. HAVING A RADIUS OF 121.77 FEET, AN ARC LENGTH OF 92.14 FEET, THROUGH A CENTRAL ANGLE OF 43°21'19" AND A LONG CHORD WHICH BEARS S.84°42'59"W., 89.96 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A CURVE TO THE RIGHT,

36. HAVING A RADIUS OF 1069.25 FEET, AN ARC LENGTH OF 124.25 FEET, THROUGH A CENTRAL ANGLE OF 06°39'28" AND A LONG CHORD WHICH BEARS N.71°12'19"W., 124.18 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A CURVE TO THE RIGHT,

37. HAVING A RADIUS OF 459.50 FEET, AN ARC LENGTH OF 114.68 FEET, THROUGH A CENTRAL ANGLE OF 14°17'58" AND A LONG CHORD WHICH BEARS N.60°11'13"W., 114.38 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE LEFT,

38. HAVING A RADIUS OF 670.18 FEET, AN ARC LENGTH OF 120.86 FEET, THROUGH A CENTRAL ANGLE OF 10°19'58" AND A LONG CHORD WHICH BEARS N.60°08'02"W., 120.70 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE RIGHT,

39. HAVING A RADIUS OF 151.84 FEET, AN ARC LENGTH OF 79.76 FEET, THROUGH A CENTRAL ANGLE OF 30°05'44" AND A LONG CHORD WHICH BEARS N.51°02'11"W., 78.84 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A CURVE TO THE RIGHT

40. HAVING A RADIUS OF 671.02 FEET, AN ARC LENGTH OF 192.21 FEET, THROUGH A CENTRAL ANGLE OF 16°24'44" AND A LONG CHORD WHICH BEARS N.24°56'53"W., 191.56 FEET TO A POINT OF TANGENCY; THENCE,

41. N.19°08'13"W., 264.77 FEET; THENCE,

42. N.16°45'38"W., 73.00 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT,

43. HAVING A RADIUS OF 166.09 FEET, AN ARC LENGTH OF 92.30 FEET, THROUGH A CENTRAL ANGLE OF 31°50'23" AND A LONG CHORD WHICH BEARS N.33°56'08"W., 91.12 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A CURVE TO THE LEFT,

44. HAVING A RADIUS OF 517.95 FEET, AN ARC LENGTH OF 164.41 FEET, THROUGH A CENTRAL ANGLE OF 18°11'12" AND A LONG CHORD WHICH BEARS N.62°20'53"W., 163.72 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 54.24 ACRES, MORE OR LESS.



RON WRIGHT

P.L.S. 19630

INDEX # 424-03-1-4-00-00-00

BOOK PAGE

2775 W. Navigator Dr.,
Suite 210
Meridian, ID 83642
(208) 895-2520

HORROCKS
ENGINEERS

SHEET 4 OF 5

DRAW: 10/20/2021

PROJECT # ID-1430-1810

BLUE MEADOWS SUBDIVISION NO. 2

CERTIFICATE OF OWNER

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE THE ABOVE DESCRIBED PROPERTY IN THIS PLAT. THE EASEMENTS AS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC. HOWEVER, THE RIGHT TO USE SAID EASEMENTS IS HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS DESIGNATED WITHIN THIS PLAT, AND NO PERMANENT STRUCTURES OTHER THAN THOSE FOR UTILITIES ARE TO BE ERECTED WITHIN THE SAID EASEMENTS. THE FUTURE PUBLIC STREETS AND RIGHTS-OF-WAYS SHOWN ON THIS PLAT ARE DEDICATED TO THE PUBLIC FOREVER. LOT'S 28 AND 30 WILL RECEIVE SEWER AND WATER SERVICES FROM INDIVIDUAL WELL AND SEPTIC SYSTEMS. ALL OTHER LOT'S WITHIN THIS PLAT WILL RECEIVE SEWER AND WATER SERVICES FROM THE CITY OF MIDDLETON.

IN WITNESS WHEREOF, I HAVE SET MY HAND THIS _____ DAY OF _____, YEAR OF 202_

TRADITIONAL CAPITAL PARTNERS, LLC

By: SPENCER W. KOFOED, PRESIDENT

SPENCER W. KOFOED

ACKNOWLEDGMENT

STATE OF IDAHO)
) S.S.
COUNTY OF CANYON)

ON THIS _____ DAY OF _____, YEAR OF 2021, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF IDAHO, PERSONALLY APPEARED SPENCER W. KOFOED KNOWN OR IDENTIFIED TO ME AS THE PRESIDENT OF TRADITION CAPITAL PARTNERS LLC, AN IDAHO LIMITED LIABILITY COMPANY THAT EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME HE EXECUTED SUCH INSTRUMENT FOR AND ON BEHALF OF SAID LIMITED LIABILITY COMPANY AND SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME.

NOTARY PUBLIC FOR IDAHO

RESIDING IN _____, IDAHO

MY COMMISSION EXPIRES ON _____

APPROVAL OF SOUTHWEST DISTRICT HEALTH DEPARTMENT

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 ARE IN FORCE FOR LOTS 25 & 27. NO OWNER SHALL CONSTRUCT ANY BUILDING, DWELLING OR SHELTER WHICH NECESSITATES THE SUPPLYING OF WATER OR SEWAGE FACILITIES FOR PERSONS USING SUCH PREMISES UNTIL SANITARY RESTRICTION REQUIREMENTS ARE SATISFIED.

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED FOR LOTS 19, 21, 22, 24, & 28-30.

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. BUYER IS CAUTIONED THAT AT THE TIME OF THIS APPROVAL, NO DRINKING WATER EXTENSIONS OR SEWER EXTENSIONS WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER EXTENSIONS OR SEWER EXTENSIONS HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES, THEN SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED.

DISTRICT HEALTH DEPARTMENT, REHS

DATE

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF MIDDLETON, CANYON COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE _____ DAY OF _____, 2020, THIS PLAT WAS DULY ACCEPTED AND APPROVED.

CITY CLERK

DATE

CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED, PROFESSIONAL LAND SURVEYOR FOR CANYON COUNTY, IDAHO, HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE, TITLE 50, CHAPTER 13 RELATING TO PLATS, AND SURVEYS.

CANYON COUNTY SURVEYOR

DATE

APPROVAL OF CITY ENGINEER

I, THE CITY OF MIDDLETON ENGINEER, DO HEREBY APPROVE THIS PLAT.

MIDDLETON CITY ENGINEER

DATE

CERTIFICATE OF COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF CANYON, STATE OF IDAHO, PER THE REQUIREMENTS OF 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 CONDOMINIUM HAVE BEEN PAID IN FULL. THIS CERTIFICATE IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

COUNTY TREASURER

DATE

CERTIFICATE OF SURVEYOR:

I, RON WRIGHT, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO. THAT THIS PLAT OF BLUE MEADOWS SUBDIVISION NO. 2, AS DESCRIBED IN THE CERTIFICATE OF OWNERS WAS PREPARED FROM AN ACTUAL SURVEY ON THE GROUND UNDER MY DIRECT SUPERVISION AND THAT THIS PLAT ACCURATELY REPRESENTS THE POINTS PLOTTED HEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODES RELATING TO PLATS, SURVEYS AND CORNER PERPETUATION AND FILING ACT. IDAHO CODE 55-1681 THROUGH 55-1612.

RON WRIGHT

P.L.S. 19630



INDEX # 424-03-1-4-2-00-00

BOOK _____ PAGE _____

2775 W. Navigator Dr.,
Suite 210
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HORROCKS
ENGINEERS

SHEET 5 OF 5

DRAW: 10/20/2021

PROJECT # ID-1430-1810

RESOLUTION 468-21

A RESOLUTION OF THE MIDDLETON CITY COUNCIL, MIDDLETON, CANYON COUNTY, IDAHO, TO INCREASE CERTAIN EXISTING FEES BY AMOUNTS THAT EXCEED FIVE PERCENT (5%) OF THE FEE FROM THE CURRENT FISCAL YEAR AND IMPOSE NEW SERVICE FEES BEGINNING JUNE 1, 2022 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Idaho Code §50-307 authorizes a municipality to collect fees pertaining to services offered/performed by the City; and,

WHEREAS, the Mayor and Council of the City of Middleton believe that it is in the City's best interest to update its current fee schedule for services provided by the City of Middleton;

WHEREAS, on May 4, 2022, the City Council of the City of Middleton, Idaho, held a public hearing properly noticed under Idaho Code, to consider an increase certain existing fees by amounts that exceed five percent (5%) of the fee from the current fiscal year and impose new service fees beginning June 1, 2022. The fee increases or new fees are necessary to cover increased costs associated with these programs/services;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIDDLETON, CANYON COUNTY, IDAHO, as follows:

Section 1:	Current Fees	Proposed fees
ADMINISTRATIVE	FEE	FEE
Hydrant Meter Deposit		\$2,000
BUILDING	FEE	FEE
Building Permit Deposit	\$250	
<u>New Residential Building Permit Deposit</u>		<u>\$1,500</u>
<u>New Commercial Building Permit Deposit</u>		<u>\$5,000</u>
Building Permit Fees		
Building Permit		
	Value of improvements based on Building Valuation Data 2018 Attachment A	
Residential Building Plan Review and Inspection Fee (Paid Within 30 Days or forfeit deposit)	25% building permit	
Commercial Building Plan Review and Inspection (Paid Within 30 Days or forfeit deposit)	65% building permit	
LIBRARY	FEE	FEE
Non-resident Library Card (annual)	\$30	<u>\$40</u>

Senior Citizen Library Card (62 and over)	\$15	\$20
Fines for overdue kits	\$0.25 per day per item	
Fines for overdue electronic devices	\$5.00 per day	
Lost or damaged items	Replacement cost + \$2.00 per item/damage	<u>Replacement cost + \$5.00 per item/damage</u>
<u>Materials Container</u>		<u>Cost of replacement</u>
<u>Computer Pass without Library Card</u>		<u>\$1.00</u>
PERMIT	FEE	FEE
<u>Demolition Permit</u>		<u>\$75.00</u>
After hours service fee	\$30	<u>\$60.00</u>
<u>Public Works Labor Rate</u>		<u>\$60.00</u>

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIDDLETON, CANYON COUNTY, IDAHO, as follows:

Section 1: This Resolution is effective June 1, 2022.

Section 2: The City Clerk is directed to update the fee schedule to reflect revised fee amounts.

PASSED BY THE COUNCIL OF THE CITY OF MIDDLETON, IDAHO THIS 4th day of May, 2022.

CITY OF MIDDLETON

Steven J. Rule, Mayor

ATTEST:

Dawn M. Goodwin, Deputy Clerk

City of Middleton Live Streaming Proposal

PROPOSAL 139052 V2 (REVISED)

4/19/2022

PREPARED FOR

Steve Rule
City of Middleton
1130 Main St
Middleton, Idaho 83644

PREPARED BY

Greg Nettles
Sales Account Manager
12586 W. Bridger St. | STE100
Boise, ID 83713
gnettlles@neurilink.com

Steve Rule
City of Middleton
1130 Main St.
Middleton, Idaho 83644

RE: Live Streaming

Steve,

Neurilink is pleased to submit the following budgetary proposal to provide audio-visual system integration for your City Hall. We thank you for the opportunity to provide our recommendations for your important meeting spaces.

Neurilink specializes in design/build audio-visual sales and system integration. We partner with our customers for the common goal of on-time and on-budget projects, both large and small. Our staff provides audio-visual system design, consultation, installation, control system programming, and post-installation service support. Neurilink is a licensed General Contractor and a licensed Limited Energy Electrical Contractor in the State of Washington.

Neurilink is proud to be among an elite group of professional AV companies and is an affiliate of Professional Systems Network International (PSNI). We stand behind our company's services, quality solutions, and customer orientation, and have pledged to uphold a strict code of ethics and workmanship practices which we integrate into our daily routine.

In this highly technical and complex arena, hiring knowledgeable AV professionals fosters a productive, efficient, and effective project experience, mitigating problems and budget overruns. Neurilink offers assurance of our staff's expertise and provides customers confidence that their job will be undertaken and completed in the most professional way possible.

Best regards,

Greg Nettles
Sales Account Manager
(208) 426-8238 ext. 203
gnettl@neurilink.com

Neurilink Low-Voltage Electrical Contractor License # 018957-B-4



PROJECT OVERVIEW: SCOPE OF WORK

Neurilink is to provide a hardware solution that will allow the City of Middleton to stream City Hall publicly held meetings to a designated YouTube channel.

This solution is to provide a “one direction” feed in that it will be for viewing purposes only; no interaction from the far side viewers will be included in this solution.

Neurilink will provide an Aver live streaming camera which will be mounted in the upper rear left (right from the dais) corner of the room which will be pointed in the direction of the dais and podium.

The cameras signal will be sent over an Atlona transmitter/receiver HDMI solution and in turn will feed into an Epiphan ESP1610 streaming component located in the control room which will initiate live viewing on your designated YouTube channel.

In addition a USB cabling solution will be connected to the client provided PC for controlling the camera.

MIDDLETON CITY HALL

VIDEO CAMERA

Aver Live Streaming Camera

STREAMING COMPONENT

Epiphan Pearl Streamer

HDMI SOLUTION OVER HD BASE T

Atlona AT-OME-EX-KIT

CONNECTION TYPES

HDMI and USB

SOFTWARE PLATFORMS

YouTube (owner provided)

OWNER FURNISHED EQUIPMENT (OFE)

- Local Access Network
- Power
- Dais
- Displays
- Microphone System

90 DAY FOLLOW UP SERVICE CALL

Neurilink will provide a follow up service call 90 days after completion of project to ensure the added system components within this proposal are working as intended.

SERVICES

DESIGN ENGINEERING

Design Engineering provides two main functions; create functional systems and then document and communicate the technical details of the scope to the integration team. This critical path that is often unnoticed, is integral to successful projects. Your dedicated Design Engineer will be working behind the scenes, interpreting needs analysis, balancing needed flexibility and interoperability with use case scenarios, performing pre-installation testing, ensuring systems are easy to use, that they require little on-going maintenance, and respect budget targets.

Neurilink's Design Engineering team is also responsible for drafting and drawing packages essential to the success of the project. These can include Reflected Ceiling Plans, Elevations, One-Line and Wiring Diagrams. Although there may be limited visibility to the activities of the Design Engineers their work is crucial and guarantees that the systems operate as expected.

PROJECT MANAGEMENT

All design-build projects receive a dedicated project manager who will be the main point of contact for integration related questions. Project managers employ a hybrid approach of Adaptive Project Management and Critical Path methodologies as best suits the project needs. Their work has three main pillars which include schedule, scope, and costs.

After internal review of the project the project manager will develop a project plan based on schedule and scope, defining, and assigning tasks, determining dependencies, coordinating logistics and scheduling work. Project Managers are also responsible for project budgets which includes any change order management as part of their duties. Generally speaking, their responsibility begins once a project kicks off through final completion of the scope.

INTEGRATION

Each project will have a dedicated integration team to ensure consistency and efficient workflow. Every integration team will likewise have a Lead Technician who acts as a site supervisor, directing teams based on project plans and schedules as outlined by the Project Manager. In most cases integration teams are teams of two but depending on the project size may increase to up to eight. Our integration teams are professional low voltage experts who provide honest workmanship, maintain high standards, are professionally uniformed, respect timelines, and maintain cleanly workspaces. With a commitment to on-going training, weekly safety meetings, professional quality tools, and staying up to date on certifications; you can be assured that our crews will not only be up to speed with their technical certifications, but state codes, and CPR as well.

COMMISSIONING

Neurilink is committed to providing systems that operate at peak performance. The role of the Commissioner in your project will be to test and configure the system to maximize the features and functionality, in line with your needs. This will include room and physical space analysis, ambient noise and light levels, and audio-video performance testing and calibration. In addition, they perform quality control checks on cable management, terminations, and labeling. Commissioners also complete stress tests on control system to ensure all systems perform as expected. Once your project is completed, your Commissioner will perform training for the staff that will own the systems.

PRICING SUMMARY

Description: City of Middleton Live Streaming Proposal	Unit Price
Product	\$4,955.65
Integration	\$2,378.00
90 Day Follow Up Service Call	\$195.00
Shipping & Handling	\$125.00
Pretax Total	\$7,653.65

PAYMENT TERMS

A 50% deposit is requested to initiate Neurilink resources for this project, as specified in Section 10 of the Terms & Conditions. If applicable, progress invoices will be issued monthly, based on a schedule of values for work completed. All subsequent invoices will have Net 30-day terms. All freight is FOB destination, prepaid and will be added to the invoices.

GENERAL CUSTOMER RESPONSIBILITIES

It is the responsibility of the Customer to provide the following prior to commencement of the installation:

- ☐ Provide plywood backing for each display location.
- ☐ Provide a 110v duplex outlet at each display location.
- ☐ Provide all network connections
- ☐ All AV cable raceways, conduit, poke-thru monuments, and pathways
- ☐ All holes for table boxes and other AV system components
- ☐ All computers, laptops and tablets required for system integration
- ☐ All web conferencing software required for system integration
- ☐ All cable or satellite television services required for system integration
- ☐ All furniture, conference tables and credenzas required for system integration

- ☐ All owner-furnished equipment should be in good condition and working order.

PROJECT SCHEDULE

Neurilink anticipates the following timeline for the above Scope of Work:

Receipt of Signed Agreement & Deposit Payment	Start
Procurement of Hardware and Final AV System Design	4-6 weeks*
On-Site AV System Integration, Programming, Configuration & System Testing	1-2 weeks
Operational Training – Scheduled Following the Completed Installation	

** Due to supply chain delays, we are experiencing longer than normal lead times. This is an estimated procurement duration based on current information available and is subject to change.*

WARRANTY

Neurilink is a licensed and bonded general and low-voltage electrical contractor and warranties workmanship against defects for 90-days after the execution of the Substantial Completion Form. All manufacturers' warranties are subject to their respective terms and conditions.

APPENDIX

Council Chambers Streaming						
OFE LAN	Owner Furnished Equipment: PoE Capable LAN @ Rack Location					1
OFE Power	Owner Furnished Equipment: 15A 120VAC duplex @ Rack Location					1
OFE Table	Owner Furnished Equipment: Dais					1
OFE Display	Owner Furnished Equipment: Display - Samsung 65"					4
PAPTZ310W	Aver Pro Live Streaming PTZ Camera					1
AT-OME-EX-KIT	Atlona Omega HDMI Over HDBT Tx/Rx Kit					1
ESP1610	Epiphan Pearl Nano 2-Source Live Event Video					1
CAT6SP-WHT	Cat 6 Wire, White, Shielded, Plenum, White, 23-4					300
101-005-02	Extron Shielded Cat6-RJ45 Plug Extron XTP DTP 24 (10 pk)					1
16-02P-WHT	16/2 Wire, White, Plenum, Unshielded					300
WP-PC-CAT6-7FT-BLK	Wirepath Cat6 Ethernet Patch Cable - 7 ft Black					1
C-MHM/MHM-6	Kramer High Speed w/ Ethernet HDMI Cable, 6'					1
C-MHM/MHM-3	Kramer High Speed w/ Ethernet Micro HDMI Cable, 3'					1
C-USB/MicroB-3	Kramer USB 2.0 A (M) to Micro-B (M) Cable, 3ft					1
C-USB/AB-6	Kramer USB 2.0 A male to B male 6'					1
LV1	Arlington™ Single Gang Low Voltage Retrofit Mounting Bracket (10/Box)					1
DECOR-1-WH	Wirepath Decorative Single Gang Wall Plate (White)					1

120817X	Brush Plate, 1-gang, White	1
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TERMS & CONDITIONS

THIS AGREEMENT ("AGREEMENT") CONTAINS THE TERMS THAT ALLOW YOU ("CUSTOMER") TO USE THE SERVICES AND/OR EQUIPMENT TO BE PROVIDED BY NEURILINK, LLC., with principal place of business at 12586 W Bridger Street, Suite 100, Boise, ID ("COMPANY"). Customer agrees that these terms represent, and Customer is entering into a legally binding agreement. Customer represents to Company that it is lawfully able to enter into contracts.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS.

A. "Customer Locations" mean all Customer locations receiving Equipment or Services under the terms and conditions of this Agreement, including any new Customer Locations that receive Services or Equipment during the Term.

B. "Documentation" means user guides, plans, manuals or any other materials prepared by Company, whether in printed or electronic format, which instruct or otherwise support Customer on the use of the Equipment or Services.

C. "Equipment" means any physical asset or piece of hardware that has material existence, provided by the Company to Customer for use in Customer Locations.

D. "Services" mean all subscriptions, software, labor, applications, information, and processes.

E. "Authorized Signatory" means an employee of the Customer that has the authority to approve and execute Agreements on behalf of the Customer's legal business entity.

F. "Scope" means the documentation, set forth in the Proposal that itemizes specific project(s) goals that includes at a minimum the Equipment and/or Services to be provided, the fees associated with completion of said project(s), the timeline to complete said project(s), and the features and functionality of the Equipment and Services.

G. "Proposal" is a document that defines a project(s) with Scope, Equipment and Services to be provided to Customer and establishes the fees associated with completion of said project(s).

H. "After Hours" are defined as Saturday and Sunday, and those hours before 8:00 am and after 5:00 pm Monday through Friday, including Federally recognized holidays.

I. "Change Order" is defined as a revision(s) to an existing Scope. Change Orders will include, at a minimum, a description of the change, a fee or fee structure for the change, any schedule adjustments, a signature block to be completed by an Authorized Signatory and a date of the execution of the Change Order. Change Orders may or may not change the total project fees.

J. "Warranty Period" is the period of time that warrant no-charge return visits, service calls, repair, replacement or substitution of Services or Equipment.

K. "Substantial Completion Form" is a form requiring execution from an Authorized Signatory of the Customer, that affirms completion of the Scope to a degree that allows for use of a substantial portion of Equipment or Services.

L. "Effective Date" is the last date of execution by either a Customer Authorized Signatory or Company Authorized Signatory.

M. "Service Ticket" means a documented service request marked with a time stamp that requests Company assistance and provides affirmation of issue resolution.

2. **WORKMANSHIP.** All work performed by Company shall be in accordance with best practices. Company shall take all necessary precautions to ensure the safety, security, integrity and quality of all work performed, including but not limited to engineering, design and project management.

3. **TERM.** This Agreement shall commence on the Effective Date of the Proposal(s) as executed by an Authorized Signatory and shall terminate upon the date that all obligations of the parties

City of Middleton Live Streaming Proposal

have been satisfied, up to and including, full payment for Services and Equipment as described in the Scope, and Change Orders, if applicable. Final acceptance of Scope completion will be executed via the Substantial Completion Form.

4. **TERMINATION.** This Agreement may be terminated upon 30-day written notice with the mutual written consent of both parties, which shall not be unreasonably withheld, or if there has been a material breach of the terms of this Agreement. If a breach occurs then the breaching party will comply with the terms provided in Section 21, Default; Remedy.

5. **EFFECT OF TERMINATION.** In the event of a termination of the Agreement both parties agree that there will be no further force or effect, however, any termination regardless of timing, will not relieve the Customer for any fees for Equipment or Services already provided, any past due invoices, or other agreed upon fees.

All provisions of this Agreement which may reasonably be interpreted or construed as surviving the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement. For avoidance of doubt, the Warranty Period and Equipment Warranty will survive the termination of this agreement in accordance with Section 7 and 8.

6. **DELAYS.** Company will use reasonable efforts to deliver all Services and Equipment as defined by the Scope to Customer. In the event of a delay, Company will advise Customer as soon as possible of a new date for performance or installation. If the timetable for installation or performance of any Services or Equipment is delayed as a result of any of the following events, then the timetable for installation or performance of the Services or Equipment will be extended for the period of time that the Services, Equipment or installation of Services or Equipment has been delayed as a result of such events: delay by Customer in the performance of Customer's responsibilities; an event of Force Majeure as described in Section 23; or in cases of a Change Order.

7. **WORKMANSHIP WARRANTY.** For the ninety (90) day period following the date Customer has executed, the Substantial Completion Form, hereunder (the "Warranty Period"), Company warrants to Customer that the Equipment and Services located at such Customer Location will be free from material defects in materials and/or workmanship. During the Warranty Period, Company shall maintain and service all Equipment hereunder at no additional charge to Customer (including any shipping charges related thereto), provided that such maintenance and service shall not include labor and component repairs required as a direct or indirect result of the improper or out of the ordinary use of the Equipment. During the Warranty Period, defective Equipment will be either repaired or replaced at Company's sole discretion. Any replacement Equipment, parts or products are warranted for the remainder of the original Warranty Period associated with the replaced or repaired Equipment. Customer must promptly notify Company if there is a defect in material or workmanship. Company must receive notice of all defects before expiration of the Warranty Period. After the Warranty Period for each piece of Equipment sold hereunder, Customer shall be responsible for any costs associated with repair (including any component replacement and shipping charges).

8. **EQUIPMENT WARRANTY.** All manufacturers' warranties are subject to their respective terms and conditions.

9. **ACCEPTANCE.** Customer acknowledges and agrees that Customer is responsible for ensuring that all Equipment and Services performed or received are accurate and meet Customer's requirements and Scope. Unless the parties agree to alternative acceptance criteria in writing, Customer will be deemed to have fully accepted all Services upon completion of the Scope and execution by an Authorized Signatory via a Substantial Completion Form.

10. **PAYMENT TERMS.** For all Services and Equipment provided hereunder, Customer shall pay Company as set forth in Proposal(s), defined by the Scope, and delivered to Customer and executed by an Authorized Signatory. Customer shall pay for expenses related to shipping, Services, and Equipment to the Customer Locations. All invoices will be due net 30 unless otherwise noted.

A. Prior to the date that Customer first receives Services or Equipment, Customer shall pay to Company a deposit equal to the fifty percent (50%) of the agreed upon project Scope set forth in Proposal(s) that is executed by an Authorized Signatory, prior to the start of any project, if the Scope is in excess of \$9,999. Following the completion and in-writing sign off by the Customer via the Substantial Completion Form, Customer shall be invoiced for the remaining balance which may incorporate Change Orders, cost overruns or related expenses. Shipping and freight fees will be calculated and invoiced following the completion of the project Scope.

B. If any bank or other financial institution refuses to honor any payment of Customer, Company may charge a collection fee that is the lesser of (i) \$20.00 (Twenty U.S. dollars) or (ii) the maximum amount permitted under applicable law. Customer acknowledges that this collection fee is not an interest charge, finance charge, or other such charge or payment of a similar nature and it is reasonably related to the actual expense that Company incurs due to unsatisfied payment. Customer shall pay all costs of collection, before and after judgment, including, but not limited to, court costs, and reasonable attorney fees (including those incurred in defense of any claim brought by Customer or incident to settlement or any action or proceeding involving Customer brought pursuant to the United States Bankruptcy Code).

C. In order to establish an account with Company, Customer authorizes Company to inquire into Customer's creditworthiness by checking with credit reporting agencies. If Customer is delinquent in any payment to Company, Customer also authorizes Company to report any late payment or nonpayment to credit reporting agencies. Customer must notify Company immediately of any change in Customer's name, billing or business address, e-mail address, telephone number or credit card information.

11. **TAXES.** Customer is solely responsible for payment of any taxes (including sales, use, and property taxes) resulting from the provision of the Services or Equipment, other than taxes based on the gross or net income of Company. Customer shall indemnify, defend, and hold Company, its officers, directors, and employees harmless from and against any and all claims and liabilities arising from or related to Customer's failure to report or pay such taxes.

12. **SERVICE VISITS.** If Customer requests a service visit or an on-site service unrelated to the current, existing or unfinished Proposal, Scope or Service Ticket (either prior, during or subsequently) at a Customer Location, Customer agrees to pay the costs (including then-current labor rates) of any such visit, even if such a visit is merely diagnostic in nature.

13. **CONFIDENTIALITY.** The Company and Customer acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged between the parties in connection with the preparation and performance of this Agreement are regarded as confidential information. Each party shall maintain confidentiality of all such confidential information and without obtaining the written consent of the other party shall not disclose any relevant confidential information to any third parties except for information that (a) is in the public domain (other than through the receiving party's unauthorized disclosure); or (b) is under the obligation to be disclosed pursuant to the applicable law(s) or regulations or orders of the court or other government authorities. Upon termination of this Agreement all confidential material will be either destroyed or returned to the disclosing party unless said material is required and/or necessary for proper operations of the Services or Equipment.

All obligations related to this section shall survive the termination of this Agreement for a period of five (5) years.

14. **ASSIGNMENT.** Either party may assign either this Agreement or any of its rights, interest, or obligations hereunder without the prior written permission of the other parties. Written notice of such assignment will be in writing and delivered no later than thirty (30) days prior to effective date of such assignment.

15. **INDEMNIFICATION BY COMPANY.** Company shall indemnify, defend, and hold Customer and its officers, directors, and employees harmless from and against any and all third party claims, actions, suits, damages, proceedings, costs and expenses (including reasonable attorneys' fees and costs) incurred or suffered by Customer and arising out of or relating to (i) any material breach by Company of Company's representations and warranties, agreements and covenants contained in this Agreement solely as they relate to Company provided Services or Equipment or (ii) infringement of any United States issued patent, registered copyright, or registered trademark. Notwithstanding the foregoing, Company shall have no obligation to indemnify Customer with respect to any claims or damages arising out of or resulting from (i) any use of the Services or Equipment by Customer or any third party in violation of the terms of this Agreement; (ii) Customer's gross negligence or willful misconduct; (iii) any modifications to the Equipment by any person or entity other than Company or Company's authorized representative; (iv) any unauthorized use by Customer or any third party; (v) any use in combination with other hardware, to the extent any alleged infringement is caused by such combination.

16. **INDEMNIFICATION BY CUSTOMER.** Customer shall indemnify, defend, and hold Company and its officers, directors, and employees harmless from and against any and all third party claims, actions, suits, damages, proceedings, costs and expenses (including reasonable attorneys' fees and costs) incurred or suffered by Company and arising out of or relating to any breach or violation by Customer of Customer's representations, warranties, agreements or covenants contained herein.

17. **INDEMNIFICATION PROCEDURES.** The party claiming indemnification pursuant to this section (the "Indemnified Party") shall promptly notify the other party (the "Indemnifying Party") of any such claim of which it becomes aware and shall: (i) at the Indemnifying Party's expense, provide reasonable cooperation to the Indemnifying Party in connection with the defense or settlement of any such claim, (ii) at the Indemnified Party's expense, be entitled to participate in the defense of any such claim, and (iii) not settle or compromise any claim, action or allegation without the prior written consent of the Indemnifying Party. The Indemnified Party agrees that the Indemnifying Party shall have sole and exclusive control over the defense and settlement of any such third-party claim. However, the Indemnifying Party shall not acquiesce to any judgment or enter into any settlement that admits liability on the part of the Indemnified Party without the prior written consent of the Indemnified Party.

18. **WAIVER; SEVERABILITY.** The failure of either party to enforce any provision of this Agreement or to exercise any right or remedy hereunder shall not be considered to be a waiver of any such right or remedy or of any subsequent breach of this Agreement. No provision of this Agreement may be waived except by written agreement of each party. If any provision of this Agreement violates any law or becomes unenforceable, then such provision shall be deemed modified or excluded to the extent necessary so that it is no longer in violation of law or unenforceable. The remaining provisions of this Agreement shall remain binding on the parties.

19. **DISCLAIMER OF WARRANTIES.** THE LIMITED WARRANTIES EXPRESSLY SET FORTH IN SECTION 7 & 8 ARE THE ONLY WARRANTIES MADE BY COMPANY. COMPANY EXPRESSLY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT COMPANY HAS NOT MADE, AND CUSTOMER IS NOT RELYING ON, ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS TO CUSTOMER REGARDING THE VALUE OF THIS AGREEMENT OR THE SERVICES AND PRODUCTS TO CUSTOMER OR CUSTOMER'S ABILITY TO USE SUCH SERVICES OR PRODUCTS PROVIDED HEREUNDER TO ITS

ADVANTAGE, PROFITABILITY OR BENEFIT. DUE TO THE COMPLEX NATURE OF HARDWARE AND SOFTWARE IN GENERAL, COMPANY DOES NOT WARRANT THAT THE SOFTWARE, SERVICES OR THE DOCUMENTATION ARE COMPLETELY ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION, ARE COMPATIBLE WITH ALL EQUIPMENT AND SOFTWARE CONFIGURATIONS, OR WILL OTHERWISE MEET CUSTOMER'S NEEDS.

20. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL COMPANY (OR COMPANY'S SUPPLIERS OR LICENSORS) BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFIT, BUSINESS INTERRUPTION OR OTHER PECUNIARY LOSS AND WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATED TO THIS AGREEMENT INCLUDING THE PROVISION, USE OR INABILITY TO USE THE EQUIPMENT, SERVICES, OR SOFTWARE EVEN IF CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF THE EXCLUSIVE REMEDIES STATED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY TO CUSTOMER ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.

21. **DEFAULT; REMEDY.** If either party materially breaches this Agreement for any reason, then the non-breaching party shall notify the breaching party of such breach in writing. The breaching party will have thirty (30) days from receipt of such notice to remedy the breach. If, after the thirty (30) day remedy period, the breach has not been cured, the non-breaching party, in its sole discretion and in addition to its other remedies, may terminate this Agreement. If Customer is the breaching party, Company may withhold Services or Equipment in whole or in part upon the occurrence of the breach. The breaching party shall reimburse the non-breaching party for all out-of-pocket costs and expenses incurred in connection with non-breaching party's exercise of its rights under this Agreement, including without limitation, its costs of collection and reasonable attorneys' fees and costs. Customer acknowledges and agrees that if at any time Customer is late in the payment of any amount due to Company, (a) Company may withhold Services or Equipment to the Customer until such time as Customer pays all amounts due and owing to Company, (b) the full and regular fees associated with the Services or Equipment shall continue to accrue notwithstanding the fact that the Services and Equipment are being withheld, and (c) Company will not be obligated to provide retroactive Services once Customer pays the balance of payments due and owing to Company.

22. **NOTICE.** Any notices permitted or required pursuant to this Agreement shall be deemed effective if made in writing and sent via recognized postal service or digital delivery system such as email, to the Customer's Authorized Signatory and to the Company at the following address:

A. Neurilink, LLC
Attn: Bill Smith
12586 W. Bridger Street
Suite 100
Boise, ID 83713

23. **FORCE MAJEURE.** Except for payments due from Customer to Company hereunder, neither party shall be liable for delays in performance due to causes beyond its reasonable control, including but not limited to, acts of God, acts of public enemy, acts of government or courts of law or equity, civil war, insurrection or riots, fires, floods, explosions, earthquakes, or other casualties, strikes or other labor troubles. A party so delayed shall promptly inform the other party in writing of such event and of the date by which its performance may reasonably be expected to resume.

24. **SURVIVAL.** All provisions of this Agreement which may reasonably be interpreted or construed as surviving the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

25. **HOURS.** All Service pricing is based on installation during the normal business hours of 8:00 am to 5:00 pm, Monday through Friday unless otherwise noted. Any work required outside these normal business hours may constitute as After Hours work or Change Order and may increase the fees of the project. It is assumed that the Customer Location(s) for which this is proposed will be available for Company's use during these hours.

26. **REVISIONS.** Revisions or modifications to the Scope of work defined in the Proposal(s) are subject to mutually accepted and executed Change Orders. Work related to Change Order requests will proceed following receipt of a signed authorization from the Customer to perform such work. Revisions may affect the fees charged to the Customer and/or schedule.

27. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho without giving effect to the conflict of laws principles thereof.

28. **SITE CONDITIONS**

A. **SECURE STORAGE & OWNERSHIP.** All Equipment is shipped FOB destination. Equipment delivered to the site is to be received and signed for by an authorized representative of the Customer and becomes the Customer's property. Customer will assume responsibility for the secure storage of all Equipment delivered to the job site.

B. **OWNER-FURNISHED EQUIPMENT (OFE).** It is assumed that all owner-furnished equipment and/or existing wiring is in good working order. If during the installation process such hardware/wiring is found to be defective, it is understood that the completion date of the project may be affected, and a Change Order may be required to overcome the complication(s) created by such defects.

C. **AC POWER.** AC power is the responsibility of the Customer. Customer will provide all necessary power outlets, junction boxes, conduit, etc. as required for the design. All power should be properly grounded.

D. **CEILING TILES.** Replacement ceiling tiles are the responsibility of the Customer.

E. **PRE/POST-TENSIONED CEILINGS/FLOORS.** Customer shall identify the presence of any pre- or post-tensioned ceilings or floors within the area of installation to Company. Customer is responsible for any required x-rays of areas in which installation shall take place.

F. **FINISHES.** Any installation, repair, patch, paint, re-texturing or trimming of walls, ceilings and/or finish carpentry is to be performed by others and is the Customer's responsibility.

G. **PARKING.** Customer will provide adequate parking for Company vehicle(s) in a location conducive to our access to the vehicle(s) for retrieval of tools and supplies throughout the workday. If such parking is within a secured facility, Customer will validate the parking fees for Company vehicle(s).

29. **RESTOCKING FEES.** Any Equipment that has been ordered for a project that falls within the Scope and is not used as a result of any Customer changes to the design or refused by the Customer at the time of delivery are subject to a minimum of 20% restocking fees, plus any incurred freight charges. Company reserves the right to designate Equipment as non-returnable.

30. **MISCELLANEOUS.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. No amendment or modification of this agreement is effective unless it is in writing, identified as an amendment to this Agreement and signed by an authorized representative of each party. If any term or provision of this City of Middleton Live Streaming Proposal

Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. This Agreement is binding on and inures to the benefit of the parties and their respective successors and permitted assigns. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in this Agreement, a signed copy of this Agreement delivered by facsimile, email, DocuSign or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Project Budget	\$ 7,653.65
Date Issued	4/19/2022 This proposal expires 30 days after the date issued.
Project Commencement	Project will begin once this document is signed and returned to your account executive.
Project Location	City of Middleton 1130 W Main St Middleton, Idaho 83644

Customer:
City of Middleton
1130 W Main St
Middleton, Idaho 83644

Company:
Neurilink, LLC
12586 W. Bridger St.
Suite 100
Boise, Idaho 83713

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____