



AGENDA  
City Council Meeting  
City of Middleton, Idaho

Date: Wednesday August 17, 2022,

Time: 5:30 p.m.

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

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

**Action Item:**

- A. Approve Agenda

**Information Item:**

- 1.) Middleton Cemetery Crosswalk – Council Member O'Meara
- 2.) Possible ITD Bypass alternative – Council Member Murray

**Action Items:**

- 1. Consent Agenda (items of routine administrative business) (**Action Items**)
  - a. Consider approving minutes for City Council August 3, 2022, regular meeting.
  - b. Consider ratifying payroll for August 12, 2022, in the amount of \$96,036.26.
  - c. Consider approving accounts payable through August 12, 2022, in the amount of \$298,171.40.
  - d. Consider approving written FCO for the Zamco Annexation application.
- 2. Consider adopting Resolution No. 474-22 a resolution adopting the River Walk Concept Plan. – Becky Crofts
- 3. Consider approving the scope of work between Precision Engineering and the City of Middleton as requested by ITD, for the SH-44 traffic study and proposed traffic signals in an amount not to exceed \$89,680.00. – Becky Crofts
- 4. Consider approving boundary survey for the Middleton Urban Renewal East planning area in an amount not to exceed \$19,850.00. – Becky Crofts
- 5. Consider approving an agreement between Stellar Consulting and the City of Middleton for GIS support for the Middleton Urban Renewal East planning area. – Becky Crofts
- 6. Consider approving the Amended and Restated Lease Agreement between the City of Middleton and Knife River. – Mayor Rule
- 7. Consider approving an invoice from Integrity Inspection Solutions, Inc. for services rendered in addressing the flooding issues on Borup Avenue within the Harmon Subdivision in an amount not to exceed \$31,460.00. – Jason Van Gilder
- 8. Consider adopting Resolution 473-22 increase the city's water and sewer fees. Notice of Public Hearing was published August 4 & 11, 2022 in the Idaho Press Tribune. – Wendy Miles

9. **Public Hearing:** Consider approving the proposed budget Fiscal Year 2023 (from October 1, 2022, to September 30, 2023) Pursuant to Idaho Code 50-1002 to consider adopting an annual appropriations ordinance. – Wendy Miles
10. Consider adopting Ordinance No.670: AN ORDINANCE OF THE CITY OF MIDDLETON, CANYON, COUNTY, IDAHO, ENTITLED THE "ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, APPROPRIATING \$21,295,629.00 DEEMED NECESSARY TO DEFRAY ALL EXPENSES AND LIABILITIES OF THE CITY OF MIDDLETON, IDAHO FOR FISCAL YEAR 2023, AND SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SAID APPROPRIATIONS ARE MADE; PROVIDING FOR A WAIVER OF THE READING RULES; AND PROVIDING AN EFFECTIVE DATE. – Wendy Miles

#### **Public Comments, Mayor and Council Comments**

11. **Executive Session pursuant to Idaho Code:**  
74-206(1)(c) Land acquisition  
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.

#### **Adjourn**

Posted by:

  
Dawn M. Goodwin, Deputy Clerk

Date: August 15, 2022, 2:25 p.m.

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

## **Information Items**

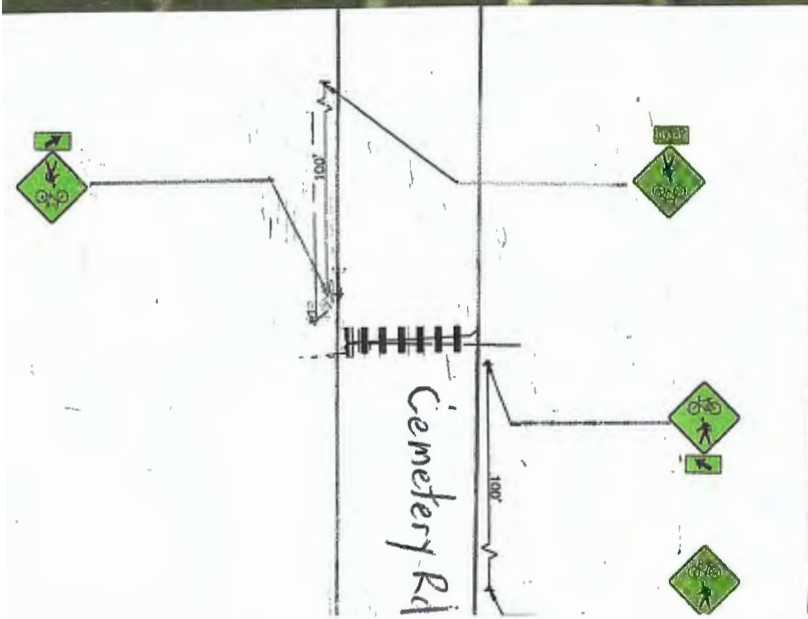
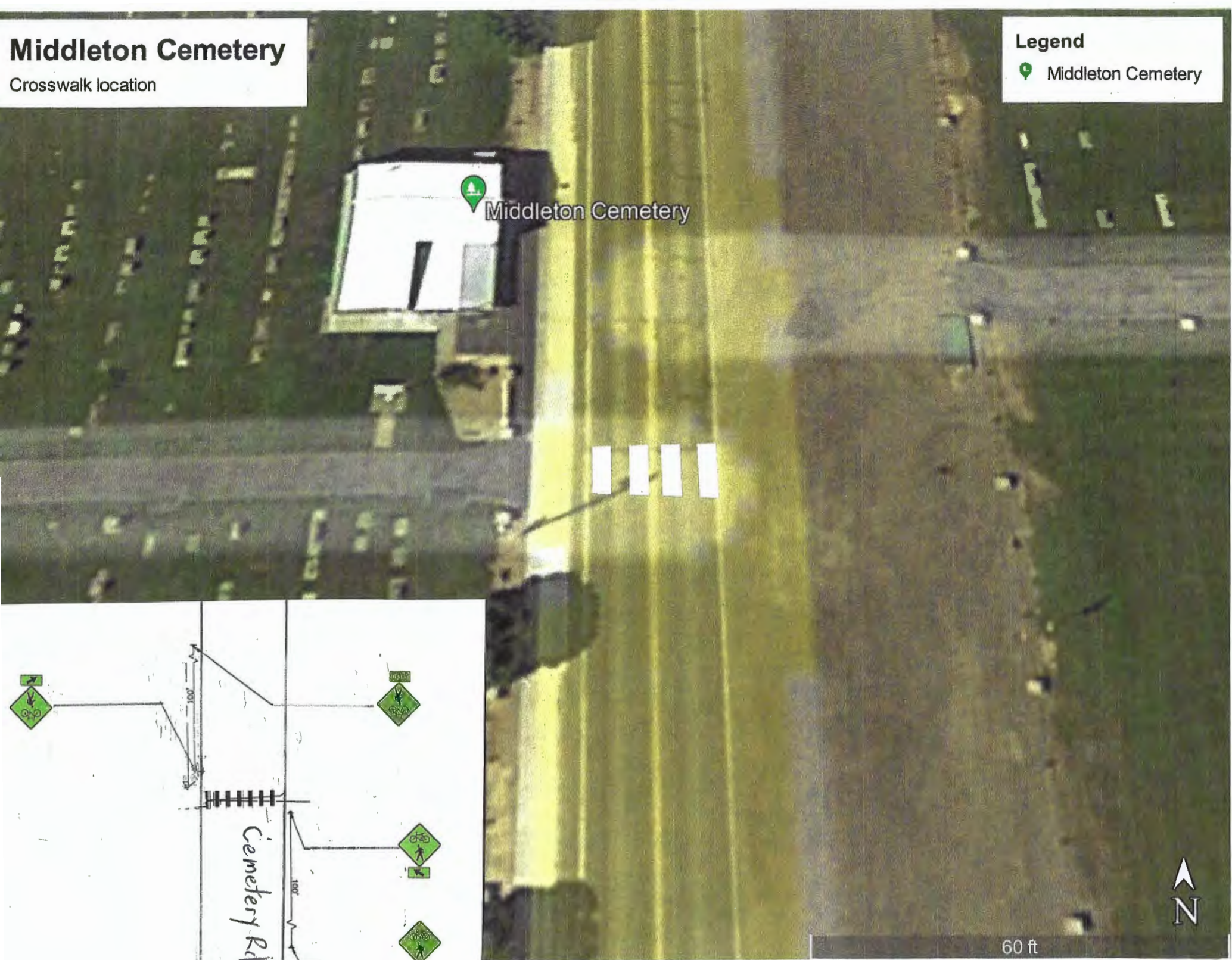


# Middleton Cemetery

Crosswalk location

**Legend**

 Middleton Cemetery



60 ft



**1a**

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**MIDDLETON CITY COUNCIL**  
**AUGUST 3, 2022**

The Middleton City Council meeting on August 3, 2022, 2022, was called-to-order at 5:40 p.m. by Council Mayor Steve Rule.

**Roll Call:** Council Members Huggins, Murray and O'Meara were present. City Attorney Douglas Waterman, City Clerk Becky Crofts, Planning Official Roberta Stewart, Public Works Director Jason Van Gilder and Deputy Clerk Dawn Goodwin were present. Council President Kiser was excused due to illness.

Pledge of Allegiance, Invocation: Jennica Reynolds

**Action Items**

**A. Approve Amended Agenda**

**Motion:** Motion by Council Member Huggins to approve the agenda as posted August 2, 2022, at 11:15 a.m. Motion seconded by Council Member O'Meara and approved unanimously.

**Information Item:**

1.) Property Tax Rebate – Council Member Murray

Council Member Murray stated that he would like to see more community members getting involved in the community that they lived in and that he believed that by creating a tax incentive rebate program that could be the key to making this happen. Council Member Murry stated that with the passing of House Bill 550 this type of program was now possible to put into place. He went on to state that is just a concept and that it would take a lot of work to get a program like this ironed out and functional.

2.) Amended and Restated Lease Agreement with Knife River – Knife River Representative

Mayor Rule gave some background on the information item stating that it was regarding the Middleton Road project. Nathan from Knife River informed council that the time frame for the project would be mid-September to early October start date with a completion date for the round about in early May of 2023. He went on to state that the first big push would be to pave and have the bypass for the project completed by the start of winter 2022 before the hot plants shut down for the year in the valley.

**Action Items:**

1. Consent Agenda (items of routine administrative business) (**Action Items**) **Exhibit A**
  - a. Consider approving minutes for City Council July 20, 2022, regular meeting.
  - b. Consider ratifying payroll for July 29, 2022, in the amount of \$98,512.28.
  - c. Consider approving accounts payable thru July 29, 2022, in the amount of \$334,411.17.
  - d. Consider approving written FCO for Channel Crossing Subdivision application.

Mayor Rule called the items. Council Member Huggins stated the Council President

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Kiser gone through the accounts payable and so had she, and nothing had changed since the check registers had been uploaded to the council drobox and that there wasn't anything out of the ordinary to note.

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

2. **Third Reading:** Consider adopting Ordinance No. 665 an ordinance enacted by the Middleton City Council amending Title 7, Chapter 6, Section 07-06-01, Middleton City Code, pertaining to sidewalks and repairs of the City of Middleton; providing for an effective date; providing for severability; and repealing all ordinances, resolutions, orders, and parts thereof, in conflict herewith, and to approve the summary for publication as authorized by Idaho Code 50-901A. – Jason VanGilder **Exhibit B**

Mayor Rule called the agenda item.

**Motion:** Motion by Council Member Huggins to adopt Ordinance No. 665 an ordinance enacted by the Middleton City Council amending Title 7, Chapter 6, Section 07-06-01, Middleton City Code, pertaining to sidewalks and repairs of the City of Middleton; providing for an effective date; providing for severability; and repealing all ordinances, resolutions, orders, and parts thereof, in conflict herewith, and to approve the summary for publication as authorized by Idaho Code 50-901A. Motion seconded by Council Member O'Meara and approved unanimously by roll call vote.

3. Consider approving a quote from Premier Wireless Solutions for a 3-year NetCloud mobile essentials plan and IBR900 router with WiFi in an amount not to exceed \$8,800.00. – Sergeant Hilkey **Exhibit C**

Mayor Rule called the agenda item and Sergeant Hilkey informed council that this item allowed the police to have WiFi in their cars while out on the road. He went on to state the ones they currently had were outdated and about to be obsolete and nonfunctional.

**Motion:** Motion by Council Member Huggins to approve a quote from Premier Wireless Solutions for a 3-year NetCloud mobile essentials plan and IBR900 router with WiFi in an amount not to exceed \$8,800.00. Motion seconded by Council Member O'Meara and approved unanimously.

4. **Continued Public Hearing:** Applications by M3 and JUB Engineers for annexation/zone change, preliminary plat, development agreement, and comprehensive plan map amendment with respect to Quarry East Subdivision located at 21500 Middleton Road and 11436 Lincoln Road (Tax Parcel Nos. R34076 and R34077). The proposed preliminary plat consists of 466 single family homesites, 102 duplex homesites, 72 cluster single family lots, 1 mini-self storage lot, 67 common lots, and 46 shared driveways/private roads lots on 236.60 acres of vacant land zoned County Agricultural, C-1, and M-1. Applicants are requesting a zone change to Mixed Use (M-U). In the comprehensive plan map amendment application, applicants are requesting that the "Residential Use" designated for the property be changed to "Industrial Use" to accommodate the mini-storage parcel. – Roberta Stewart

Mayor Rule called the agenda item and gave a brief explanation as to why the item was back before council before reopening the public hearing for the development agreement



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at 6:10 p.m. Planning and Zoning Official Roberta Stewart presented **Exhibit D**. Mrs. Stewart then stood for Council and staff questions to which there were none.

Applicant Remarks – Mark Tate M3 Companies

- Mr. Tate stated for the record that the ITD phase 1 change to pay all the pro-rate share up front was a lot of money, but they wanted to the council to know they were willing to agree to the change because they believe in this a excellent project for the city.

Mayor closed the public hearing at 6:16 p.m. with no one signed up for public comments.

**Motion:** Motion by Council Member Huggins to approve the application of M3 Companies and JUB Engineers for annexation and rezone to M-U with respect to the Quarry East Subdivision, subject to the conditions of approval to the conditions set forth in the Staff Report for the July 20, 2022 public hearing. Motion was seconded by Council Member O'Meara and approved unanimously by roll call vote.

**Motion:** Motion by Council Member Huggins to approve the application of M3 Companies and JUB Engineers for preliminary plat with respect to the Quarry East Subdivision, subject to the conditions of approval to the conditions set forth in the Staff Report for the July 20, 2022 public hearing. Motion was seconded by Council Member O'Meara and approved unanimously by roll call vote.

**Motion:** Motion by Council Member Huggins to approve the application of M3 Companies and JUB Engineers for development agreement with respect to the Quarry East Subdivision, subject to the conditions of approval to the conditions set forth in the Staff Report for the July 20, 2022 public hearing. Motion was seconded by Council Member O'Meara and approved unanimously by roll call vote.

**Motion:** Motion by Council Member Huggins to approve the application of M3 Companies and JUB Engineers for comprehensive plan map amendment with respect to the Quarry East Subdivision, subject to the conditions of approval to the conditions set forth in the Staff Report for the July 20, 2022 public hearing. Motion was seconded by Council Member O'Meara and approved unanimously by roll call vote.

5. Consider adopting ORDINANCE NO. 664: Quarry East Subdivision Annexation & Rezone – Parcel Nos. R34076 and R34077. 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 M-U (MIXED USE); DIRECTING THAT COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE. - Roberta Stewart **Exhibit E**

Mayor Rule called the agenda item.

**Motion:** Motion by Council Member Huggins to read Ordinance No, 664 by title only. Motion was seconded by Council Member O'Meara and approved unanimously by roll call vote.

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**Motion:** Motion by Council Member Huggins to waive the three-reading rule. Motion was seconded by Council Member O'Meara and approved unanimously by roll call vote.

**Motion:** Motion by Council Member Huggins to adopt Ordinance No. 664: Quarry East Subdivision Annexation & Rezone – Parcel No.'s R34076 and R34077. 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 M-U (mixed use); directing that copies of this ordinance be filed as provided by law; and providing an effective date. Motion was seconded by Council Member O'Meara and approved unanimously by roll call vote.

6. Consider approving Resolution No. 470-22 for Comprehensive Plan Map Amendment to change Future Land Use Map regarding Quarry East Application. - Roberta Stewart **Exhibit F**

Mayor Rule called the agenda item.

**Motion:** Motion by Council Member Huggins to approve Resolution No. 470-22 for Comprehensive Plan Map Amendment to change Future Land Use Map regarding Quarry East Application. Motion was seconded by Council Member O'Meara and approved unanimously by roll call vote.

7. Consider approving the written Findings of Facts, Conclusions of Law and Order (FCO) for the Quarry East Subdivision. – Robert Stewart **Exhibit G**

Mayor Rule called the item.

**Motion:** Motion by Council Member Huggins to accept the findings of facts and conclusions of law set forth in the Staff Report and presentation for the July 20, 2022, public hearing. Motion was seconded by Council Member O'Meara and carried unanimously by roll call vote.

8. **Public Hearing:** Applications by Taylor Schmidt/BST DEV LLC for annexation/rezone, preliminary plat, and development agreement with respect to the Reed's Landing Subdivision located at 880 W. Main Street (Tax Parcel No. R17900010). The proposed preliminary plat consists of 12 single family residential lots, 25 townhome lots, three commercial lots, and six common lots on 9.69 acres of land zoned Canyon County Agricultural. Applicant is requesting zone changes to City of Middleton C-3 (2.35 acres "Heavy Commercial"), M-F (2.98 acres "Multi-Family") and R-3 (4.09 acres Single Family Residential). – Robert Stewart

Mayor Rule called the agenda item and opened the public hearing at 6:24 p.m. Planning and Zoning Official Roberta Stewart presented **Exhibit H** and entered into the record **Reed's Landing Exhibit F and Exhibit G**. Mrs. Stewart then stood for Council and staff questions.

Applicant Remarks – Heath Clark

- In fill project located north of State Highway 44 consisting of three commercial lots on the southern boundary of the property, twelve single

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family lots on the northern boundary line and twenty-five town homes in the center of the property. The property also consists of 13% open space within the development.

Mayor Rule called for a break at 6:58 p.m. and resumed the hearing at 7:05 p.m.

The applicant stood for questions from Council and staff.

Public Comments –

- Rourke Yeakley – 395 N. Magnolia Pl, Middleton, ID – Mr. Yeakley stated that he feels like the development is a good idea but not in the proposed area. He lives in the Westwood Subdivision and is concerned about the increased traffic this development will be creating.
- William Vehnekamp – 299 N. Magnolia, Middleton, ID – Mr. Vehnekamp stated that he too is concerned about the increase in traffic congestion, and he doesn't like that his home will be directly abutting the back yards of multi-story town homes.
- Susan Huter – 345 N. Magnolia Pl, Middleton, ID – Ms. Huter voiced her concern for the increase in traffic as well as the increase of pedestrian traffic that would occur directly behind her home.
- Mike Graefe – 1889 Ridge Way, Middleton, ID – Mr. Graefe stated that he was neutral on the development but doesn't like the feeling that if ITD denies a direct access point off State Highway 44 for the commercial properties that the traffic would then be diverted through the residential area.
- Jeremy Rudolph – 507 Triumph Dr, Middleton, ID – Mr. Rudolph stated that he appreciated the time that the applicant took to sit with the school district as requested by Planning and Zoning and gave the development praise for the ratios and research that went into planning the proposed subdivision. Mr. Rudolph did address his concerns regarding the responsibilities of the pathways and who would be maintaining them.
- Heather Renk – 820 W Main, Middleton, ID – Stated she isn't super happy about the growth, but that growth happens with any city, and she understands the seller's position. She went on to state that she could not be happier with the developer of the project as well.
- Penny Reed – 880 W. Main St, Middleton, ID – Mrs. Reed stated that she is the owner of the property and understands where the neighbors are coming from since she has been there herself, but due to unforeseen circumstances this is what must happen.

Applicant Rebuttal – Heath Clark

- Infill projects are important to any city because it is the most efficient use of space and resources but at the same time is hard because of the passions of the neighbors around the projects.
- Streets are within traffic compacity based on the traffic impact study that was completed.
- If ITD denies access off State Highway 44 then the commercial application will not work here.



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Mayor closed the public hearing at 7:55 p.m. and council discussion followed.

Mayor Rule called for a break at 8:10 p.m. and resumed the meeting at 8:24 p.m.

**Motion:** Motion by Council Member Huggins to approve the applications by Taylor Schmidt/BST DEV LLC for annexation/rezone, preliminary plat, and development agreement with respect to the Reed's Landing Subdivision located at 880 W. Main Street (Tax Parcel No. R17900010). The proposed preliminary plat consists of 12 single family residential lots, 25 townhome lots, three commercial lots, and six common lots on 9.69 acres of land zoned Canyon County Agricultural. Applicant is requesting zone changes to City of Middleton C-3 (2.35 acres "Heavy Commercial"), M-F (2.98 acres "Multi-Family") and R-3 (4.09 acres Single Family Residential). No second to the motion so the motion dies on the floor.

**Motion:** Motion by Council Member O'Meara to defer the applications by Taylor Schmidt/BST DEV LLC for annexation/rezone, preliminary plat, and development agreement with respect to the Reed's Landing Subdivision located at 880 W. Main Street (Tax Parcel No. R17900010). The proposed preliminary plat consists of 12 single family residential lots, 25 townhome lots, three commercial lots, and six common lots on 9.69 acres of land zoned Canyon County Agricultural. Applicant is requesting zone changes to City of Middleton C-3 (2.35 acres "Heavy Commercial"), M-F (2.98 acres "Multi-Family") and R-3 (4.09 acres Single Family Residential), until access is granted or denied on State Highway 44 by the Idaho Department of Transportation. Motion was seconded by Council Member Murray and carried with a split roll call vote of 2 to 1.

9. Consider adopting ORDINANCE NO. 669: 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 AS 2.35 ACRES TO C-3 (HEAVY COMMERCIAL), 2.98 ACRES TO M-F (MULTI-FAMILY) AND 4.09 ACRES TO R-3 (SINGLE FAMILY RESIDENTIAL); DIRECTING THAT COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE. – Roberta Stewart

Mayor Rule called the agenda item. The item was deferred based on the motion from agenda item number 8.

10. Consider approving the written Findings of Facts, Conclusions of Law and Order (FCO) for the Reed's Landing Subdivision. – Roberta Stewart

Mayor Rule called the agenda item. The item was deferred based on the motion from agenda item number 8.

#### **Public Comments**

- Janet Gibson – Middleton, ID – Mrs. Gibson wanted to state that she felt that volunteers are a key to balancing a budget and that the tax rebate incentive could be key to gaining those volunteers for the city.

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- Jeremy Rudolph – Middleton, ID – Mr. Rudolph asked the council if it could be possible to designate a home or two in the new developments in a development agreement for educators to be able to purchase or to have them donate land for a city park.

**Mayor and Council Comments**

- Mayor Rule updated council on the repairs along Borup. He informed Council that the city and the ditch company had been working hard together getting the culvert cleaned out so that water would no longer back up into the street with major weather events.
- City Administrator Becky Crofts informed council that the city had acquired all right of way for the Hartley Intersection light and that she anticipated that bids for the project would have a close date of August 29<sup>th</sup>.

**Executive Session pursuant to Idaho Code:**

74-206(1)(a-b): Pertaining to Personnel.

Mayor Rule called the agenda item.

**Motion:** Motion by Council Member Kiser to enter executive sessions by Code and 74-206(1)(b) to consider evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public-school student. Motion was seconded by Council Member O'Meara and carried unanimously by roll call vote.

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

**Adjourn:** Mayor adjourned the city council meeting at 10:00 PM.

ATTEST:

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Steven J. Rule, Mayor

\_\_\_\_\_  
Dawn Goodwin, Deputy Clerk  
Minutes Approved: August 17, 2022

# **EXHIBIT “A”**





## **Middleton City Council**

### **Findings of Facts, Conclusions of Law & Order**

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**In the Matter of the application of Middleton Rivers, LLC and Jay Gibbons/South Beck & Baird for preliminary plat with respect to the Channel Crossing Subdivision located at 22457 So. Middleton Road and 0 So. Middleton Road (Tax Parcel Nos. R180350, R18035011, R180340 & 18036010):**

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

1. Hearing Facts: See Staff Report for the hearing date of July 20, 2022, which Report is attached hereto as Exhibit "A" and incorporated herein by this reference.
2. Process Facts: See Staff Report for the hearing date of July 20, 2022, Exhibit "A".
3. Application and Property Facts: See Staff Report for the hearing date of July 20, 2022, Exhibit "A".
4. Required Findings per Middleton City Code 1-14-2(E)(7), Idaho State Statue Title 67, Chapter 65, Idaho Standards for Public Works Construction and Middleton Supplement thereto, Middleton City Code 1-14, 1-15, 5-1, 5-2, 5-3 & 5-4 and Idaho Code Title 67, Chapter 65 & Title 50, Chapters 2 and 13: See Staff Report for the hearing date of May 9, 2022, Exhibit "A".

#### **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 pertinent 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 Code Title 67, Chapter 65 and Idaho Code Title 50, chapters 2 and 13.

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.

**C. Decision & 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 Ordered that:

1. The application of Middleton Rivers, LLC and Jay Gibbons/South, Beck & Baird for preliminary plat is approved subject to the conditions of approval set forth in the Staff Report for the July 20, 2022, hearing.

WRITTEN ORDER APPROVED ON: \_\_\_\_\_, 2022.

\_\_\_\_\_  
Steven J. Rule, Mayor  
City of Middleton

Attest:

\_\_\_\_\_  
Roberta Stewart  
Planning and Zoning Official

***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.***

***Additionally, please take notice that Applicant has a right to request a regulatory taking analysis pursuant to Idaho State Statute section [67-8003](#).***

# **EXHIBIT “B”**



## ORDINANCE NO. 665

**AN ORDINANCE ENACTED BY THE MIDDLETON CITY COUNCIL AMENDING TITLE 7, CHAPTER 6, SETION 7-6-1, MIDDLETON CITY CODE, PERTAINING TO SIDEWALKS AND SIDEWALK REPAIRS OF 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 7, Chapter 6, Section 7-6-1 of the Middleton City Code is hereby amended, as follows:

### **7-6-1: SIDEWALKS:**

- A. Duty Of Owners: Property owners shall maintain sidewalks and pathways on or in public right of way adjacent to their property. ~~their properties.~~
- B. No Obstructions In Public Rights Of Way: Property owners shall not obstruct or allow others to obstruct sidewalks or pathways on or adjacent to their property. (Ord. 553, 3-18-2015)
- C. Trees: No trees shall be planted within fifteen feet (15') of a public right of way unless approved in writing by the city.
- D. Clear Surface: A property owner shall clear sidewalks, curbs and gutters, ~~and roads abutting~~ pathways, alleys, and parking within curbing; on private property or in public right of way abutting their his/her property from snow, ice, rubbish, weeds, grass, grass clippings, leaves, tree limbs and roots, shrubbery or other vegetation. Property owners shall also clear sidewalks of snow and ice. (Ord. 569, 12-21-2015).
- E. Repairs:
  - 1) Council-Directed Repairs: The City Council may by resolution passed by a two-thirds (2/3) majority of all the members elected to the Council deem any sidewalk or pathway in public right of way or dedicated for public travel as unsafe or dangerous, order such sidewalk or pathway replaced or repaired, and assess the cost of replacing or repairing same against the property in front of which the same shall be constructed, repaired, or laid.
  - 2) Notice Required: Notice to repair or replace any sidewalk or pathway shall be given to the property owners in front of or on which property the sidewalk or pathway has been ordered replaced or repaired via certified mail. Said property owner shall commence replacement or repair of the sidewalk or pathway within sixty (60) days following the date of notice. Repairs shall be completed within thirty (30) days of commencement, unless approval of an extension is granted by the City.
  - 3) When City Makes Repairs: Whenever a sidewalk, pathway, or any portion thereof which has been ordered replaced or repaired shall not be repaired or replaced within the time specified, then the City shall construct, replace, or repair the same by contract and assess the cost and expense thereof in the manner provided by this article. Nothing herein

contained shall be construed so as to prevent giving any notice required to be given by this article.

**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 6<sup>th</sup> day of July, 2022.

**APPROVED BY THE MAYOR OF THE CITY OF MIDDLETON, IDAHO,** this 6<sup>th</sup> day of July, 2022.

ATTEST:

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

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

# **EXHIBIT “C”**



Date: April 18, 2022

Regional Sales Manager: Rich Smith

Customer: Canyon County Sheriff's Office

Attention: SGT Rob Whitney, for Middleton Police Department

Subject: Quotation with Order Information (signature required)

PWS is pleased to offer the following pricing for your pending order.

Part Number	Description	Price/U	QTY	Extended
MA3-0900120B-NNA	3-yr NetCloud Mobile Essentials Plan and IBR900 router with WiFi (1000Mbps modem), no AC power supply or antennas, North America	\$1,100.00	8	\$8,800.00
Shipping	Ground Shipping Estimate	TBD	1	TBD
	Total			\$8,800.00 plus shipping

1. The quote is valid for a term of 30 days from the date of issuance.
2. Net 30 terms.
3. Free ground shipping for orders greater than \$1000 and less than 10 boxes (10 units/box).

Prepared by: Rich Smith

01-15-2022

Premier Wireless Solutions  
88 Bonaventura Drive  
San Jose CA, 95134  
O: 650-230-1300  
F: 650-230-1301



**ORDER FORM**

**(Sign, Scan, and return all pages of this document to Rich Smith for binding order)**

**Date: 4/18/22**

**Account Manager: Rich Smith**

**PURCHASE ORDER:**

**Bill to address:**

**Canyon County Sheriff's Office  
1115 Albany St  
Caldwell, ID 83605**

**Ship to address:**

**Canyon County Sheriff's Office  
C/O Robert Whitney  
1115 Albany St  
Caldwell, Idaho 83605  
208-455-5908**

**Terms: Net 30 days**

**FOB: San Jose, CA**

**Ship instructions: Ship via ground. Include shipping and insurance on invoice.**

**I, Robert Whitney, hereby acknowledge this binding order for \$8,800.00 plus shipping.**

**Signature: \_\_\_\_\_ Date: \_\_\_\_\_**

**Premier Wireless Solutions  
88 Bonaventura Drive  
San Jose CA, 95134  
O: 650-230-1300  
F: 650-230-1301**



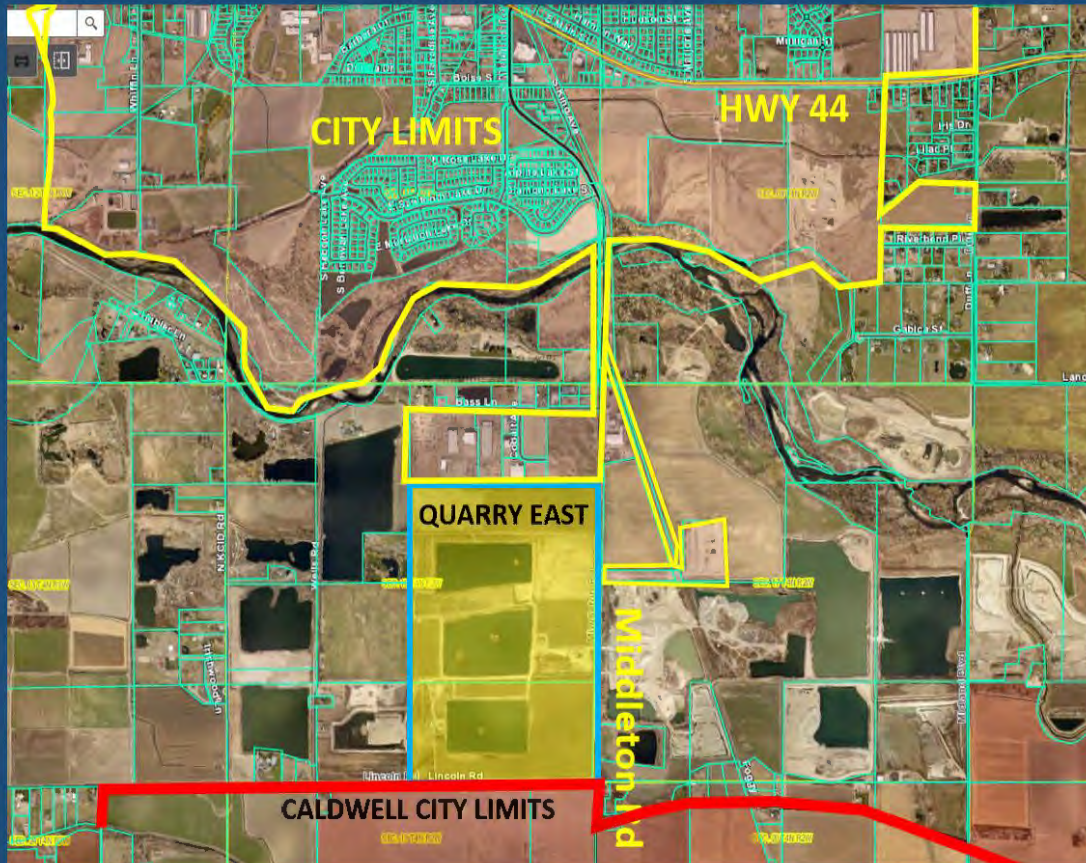
# **EXHIBIT “D”**



# Quarry East Subdivision

Middleton City Council - Public Hearing July 20, 2022 / August 3, 2022

Annexation/Rezone, Preliminary Plat, Development Agreement, & Comprehensive Plan Map Amendment







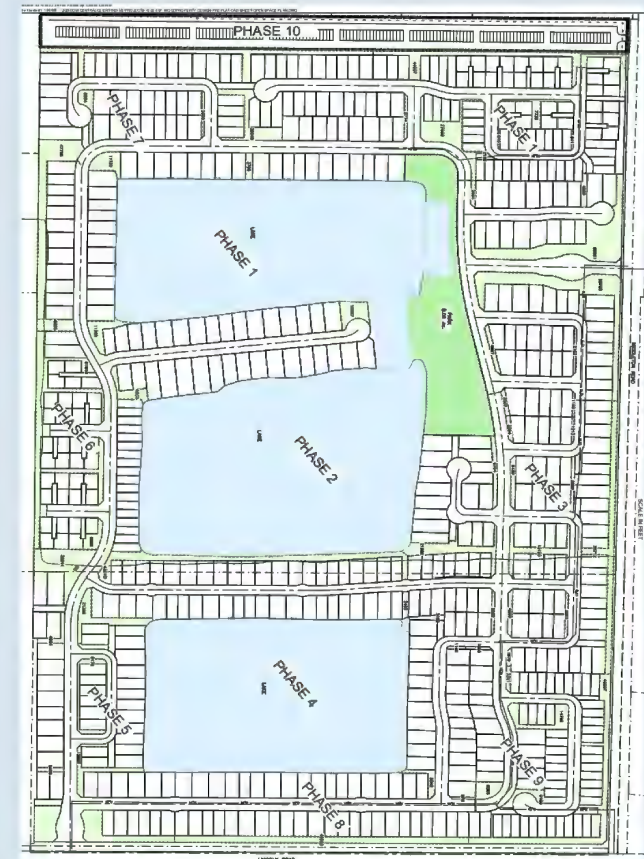
# Quarry East Subdivision

Middleton City Council - Public Hearing July 20, 2022 / August 3, 2022

Annexation/Rezone, Preliminary Plat, Development Agreement, & Comprehensive Plan Map Amendment

**Project Description & Applications:** A 55+ resort style private community involving 640 residential lots, one mini-self storage lot, and 67 common area lots located at 21500 Middleton Road and 11436 Lincoln Road

Applicant has four applications before City Council: (1) annexation and rezone to M-U ("Mixed Use"), (2) preliminary plat, (3) Development Agreement, and (4) Comprehensive Plan Map amendment to change the "Residential" use on the Future Land Use Map to "Industrial".





**Development Agreement Application:** At the July 20, 2022 public hearing on the applications, Council requested Staff and Developer to make two changes to the proposed Development Agreement (“DA”). The hearing was continued to August 3, 2022, to give Staff time to revise the DA. The two changes to the DA are:

1. In section 3.4 of the original draft, Developer is not required to complete the water line bore under the Boise River until approval of final plat for Phase 2 of the project. The newly revised DA ties completion of the water bore to a specific number of building permits rather than to final plat approval. The current preliminary plat contains 134 building lots in Phases 1 and 2. Therefore, in the newly revised DA, the water bore completion is tied to issuance of the 135<sup>th</sup> building permit.
2. In section 3.11 of the previous DA, Developer was allowed to pay the Traffic pro-rata fee of \$456,335 by phase rather than paying up front at Phase 1 final plat approval. The revised DA provides that Developer will pay the pro-rata fee for all lots in Quarry East prior to final plat approval of Phase 1; however, the City will not require Developer to pay the portion of the fee attributable to Quarry West lots until final plat approval for Phase 1 of Quarry West. A copy of the revised DA was attached as Exhibit “A” to the Supplemental Staff Report for Council’s consideration and for public viewing.

# **EXHIBIT “E”**



**ORDINANCE NO. 664**

**Quarry East Subdivision Annexation & Rezone – Parcel Nos. R34076 and R34077**

**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 M-U (MIXED USE); 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 Quarry East Subdivision (Parcel Nos. R34076 and R34077) at a public hearing held on August 3, 2022.

**Section 2.** The following described property, commonly known as 21500 Middleton Road and 11436 Lincoln Road (Tax Parcel Nos. R34076 and R34077), comprising approximately 236.60 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 and zoned M-U (Mixed Use):

**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 M-U (Mixed Use).

**Section 4.** That the City Engineer and the Planning & Zoning Official 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 M-U (Mixed Use).

**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 \_\_\_\_ day of \_\_\_\_\_, 2022.

**APPROVED BY THE MAYOR OF THE CITY OF MIDDLETON, IDAHO**, this \_\_\_\_ day of \_\_\_\_\_, 2022.

Attest:

---

Steven J. Rule  
Mayor, City of Middleton

---

Becky Crofts  
City Clerk

**EXHIBIT A**

**Legal Description of Annexed Property**



# **EXHIBIT “F”**



**RESOLUTION No. 470-22**

**RESOLUTION PURSUANT TO IDAHO CODE § 67-6509(C), OF THE CITY COUNCIL OF THE CITY OF MIDDLETON, IDAHO, AN IDAHO MUNICIPAL CORPORATION, MODIFYING THE FUTURE LAND USE MAP IN THE MIDDLETON CITY COMPREHENSIVE PLAN.**

BE IT RESOLVED that the Mayor and City Council of the City of Middleton, Idaho, an Idaho municipal corporation, upon the recommendation of the Middleton Planning & Zoning Commission and following the public notice and hearing processes required by Idaho Code chapter 65, Title 67, do hereby accept and confirm the following described amendments to the Comprehensive Plan Map for the City of Nampa, Idaho:

- I. Map 1, entitled “City of Middleton Future Land Use Map,” set forth on page 66 of the Middleton Comprehensive Plan as the seventh of ten Comprehensive Plan Maps of the Comprehensive Plan of the City of Middleton, Idaho, adopted December 4, 2021, and amended on November 15, 2021, is hereby removed and is of no further effect. In lieu of the removed map, the following new “City of Middleton Future Land Use Map” is hereby substituted:

**See Exhibit A attached hereto and made a part hereof by this reference.**

In all other respects, we hereby ratify and confirm all other remaining provisions of the Comprehensive Plan of the City of Middleton, Idaho. The City Clerk shall keep the original Resolution with a copy of the newly adopted map on file in the office of the City Clerk.

**PASSED BY THE COUNCIL OF THE CITY OF MIDDLETON, IDAHO,** this \_\_\_\_ day of \_\_\_\_\_, 2022.

**APPROVED BY THE MAYOR OF THE CITY OF MIDDLETON, IDAHO, this \_\_\_\_**  
day of \_\_\_\_\_, 2022.

Attest:

---

Steven J. Rule  
Mayor, City of Middleton

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Becky Crofts  
City Clerk, City of Middleton

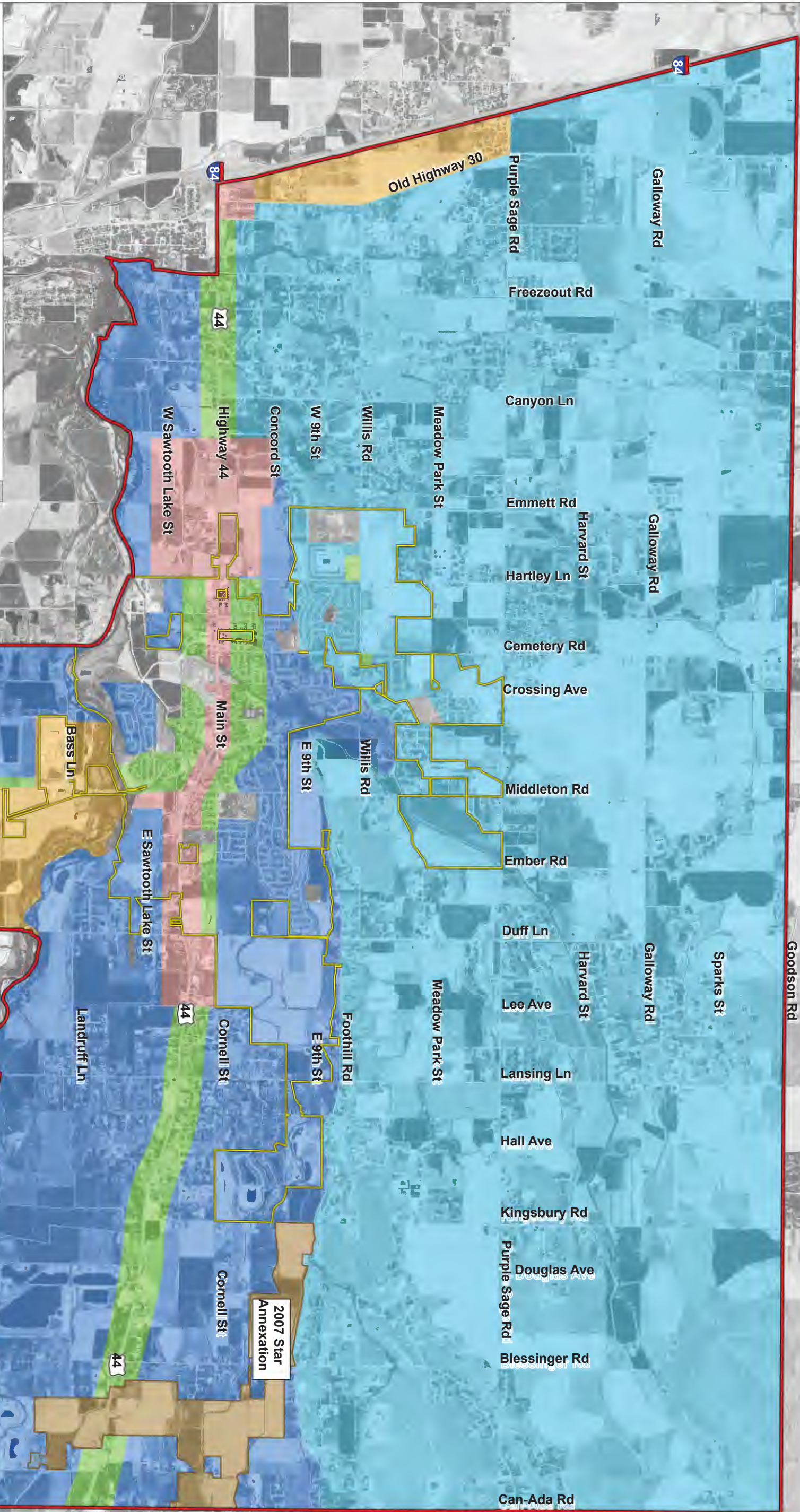
**EXHIBIT “A”**

**City of Middleton Future Land Use Map**



AREA OF IMPACT BOUNDARY PENDING  
CANYON COUNTY APPROVAL

City of Middleton  
Future Land Use Map



EXPLANATION

- Area**
- Commercial
  - Industrial
  - Mixed Use
  - Public
  - Residential
- EXPLANATION**
- Residential - Special Area
  - Subject to mandatory public-record disclosure: "Cost of development and flood hazard insurance may be higher because land is now, or in the future may be, in flood areas and/or high ground water areas."
  - Middleton City Boundary
  - Existing Middleton Impact Area Boundary
  - Caldwell City Boundary
  - Star City Boundary

DRAFT



# **EXHIBIT “G”**





## **Middleton City Council**

### **Findings of Facts, Conclusions of Law & Order**

---

**In the Matter of the applications of M3 and JUB Engineers for annexation/rezone, preliminary plat, development agreement, and comprehensive plan map amendment with respect to the Quarry East Subdivision located at 21500 Middleton Road and 11436 Lincoln Road:**

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

1. Hearing Facts: See Staff Reports for the hearing dates of July 20, 2022 and August 3, 2022, which Reports are attached hereto as Exhibit "A" and "B", respectively, and incorporated herein by this reference.
2. Process Facts: See Staff Reports for the hearing dates of July 20, 2022 and August 3, 2022 (Exhibits "A" and "B").
3. Application and Property Facts: See Staff Reports for the hearing dates of July 20, 2022 and August 3, 2022, Exhibits "A" and "B".
4. Required Findings per Middleton City Code 1-14-2(E)(7), Idaho State Statue Title 67, Chapter 65, Idaho Standards for Public Works Construction and Middleton Supplement thereto, Middleton City Code 1-14, 1-15, 5-1, 5-2, 5-3 & 5-4 and Idaho Code Title 67, Chapter 65 & Title 50, Chapters 2 and 13: See Staff Report for the hearing date of April 11, 2022, Exhibit "A".

#### **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 pertinent 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 Code Title 67, Chapter 65 and Idaho Code Title 50, chapters 2 and 13.

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.

### C. Decision & 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 ordered that:

1. The application of M3 and JUB Engineers for Annexation and Rezone to Mixed Use (M-U) is approved, subject to the conditions of approval set forth in the Staff Report for the July 20, 2022, public hearing (Exhibit "A").
2. The application of M3 and JUB Engineers for Development Agreement is approved subject to the conditions of approval set forth in the Staff Report for the July 20, 2022, public hearing.
3. The application of M3 and JUB Engineers for preliminary plat is approved subject to the conditions of approval set forth in the Staff Report for the July 20, 2022, public hearing.
4. The application of M3 and JUB Engineers for Comprehensive Plan Map Amendment is approved subject to the conditions of approval set forth in the Staff Report for the July 20, 2022, public hearing.

WRITTEN ORDER APPROVED ON: \_\_\_\_\_, 2022.

\_\_\_\_\_  
Steven J. Rule, Mayor  
City of Middleton

Attest:

\_\_\_\_\_  
Roberta Stewart  
Planning and Zoning Official

***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. Additionally, please take notice that Applicant has a right to request a regulatory taking analysis pursuant to Idaho State Statute section [67-8003](#).***

# **EXHIBIT “H”**



# Reed's Landing Subdivision

Annexation/Rezone, Preliminary Plat & Development Agreement  
Middleton City Council

Public Hearing August 3, 2022



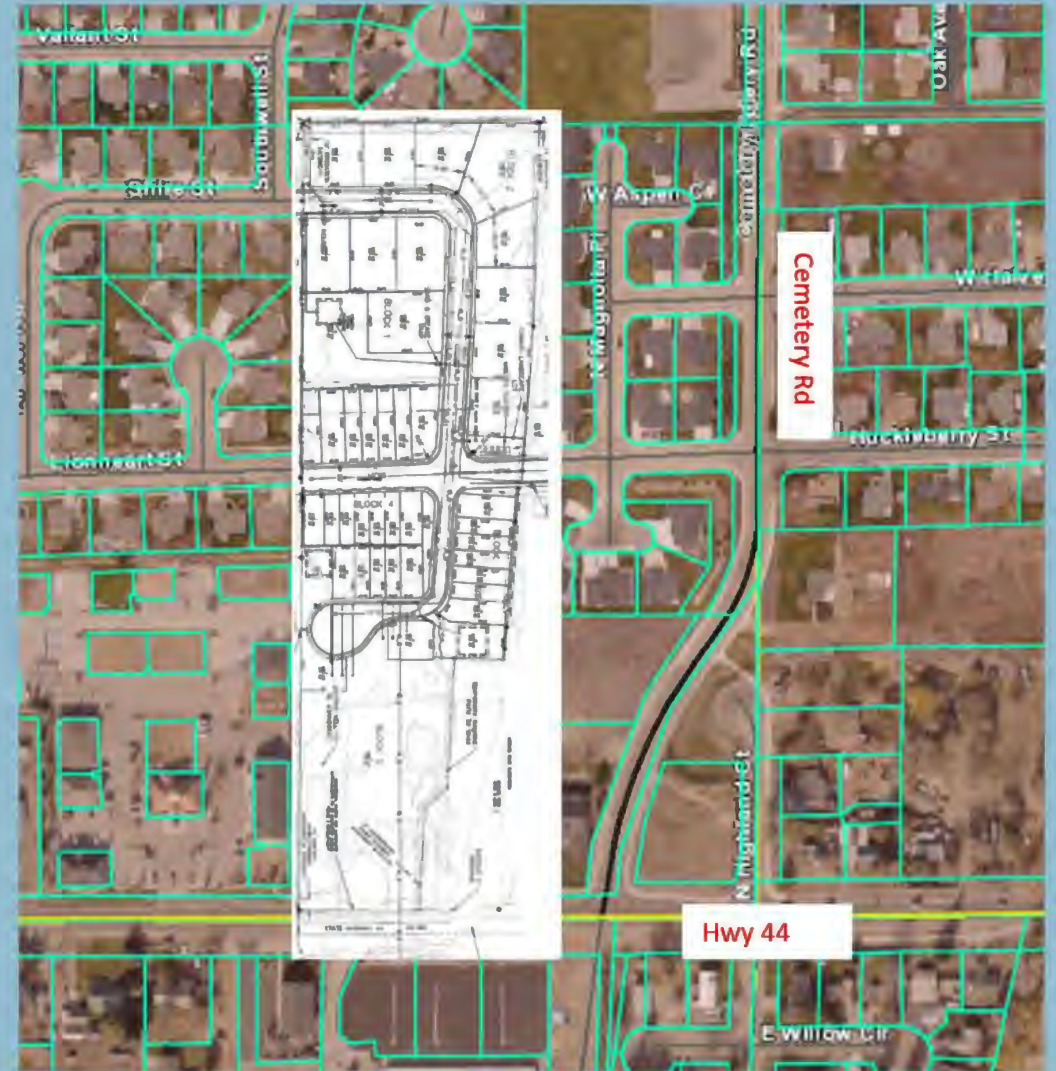
DESCRIPTION	DETAILS
Acreage	Approx. 9.70 acres (In-fill project)
Current Zoning	Canyon County Agricultural
Proposed Zoning	C-3, M-F and R-3
Current Land Use	Commercial & Mixed Use
Proposed Land Use	Remain the same
Lots	3 commercial lots; 25 Townhome lots, 12 Single-Family Residential lots, and 6 common lots
Open Space	13% (Minimum required is 5%)
Amenities	Large grassy common lots with pathways, playground, benches and shade structure with picnic tables



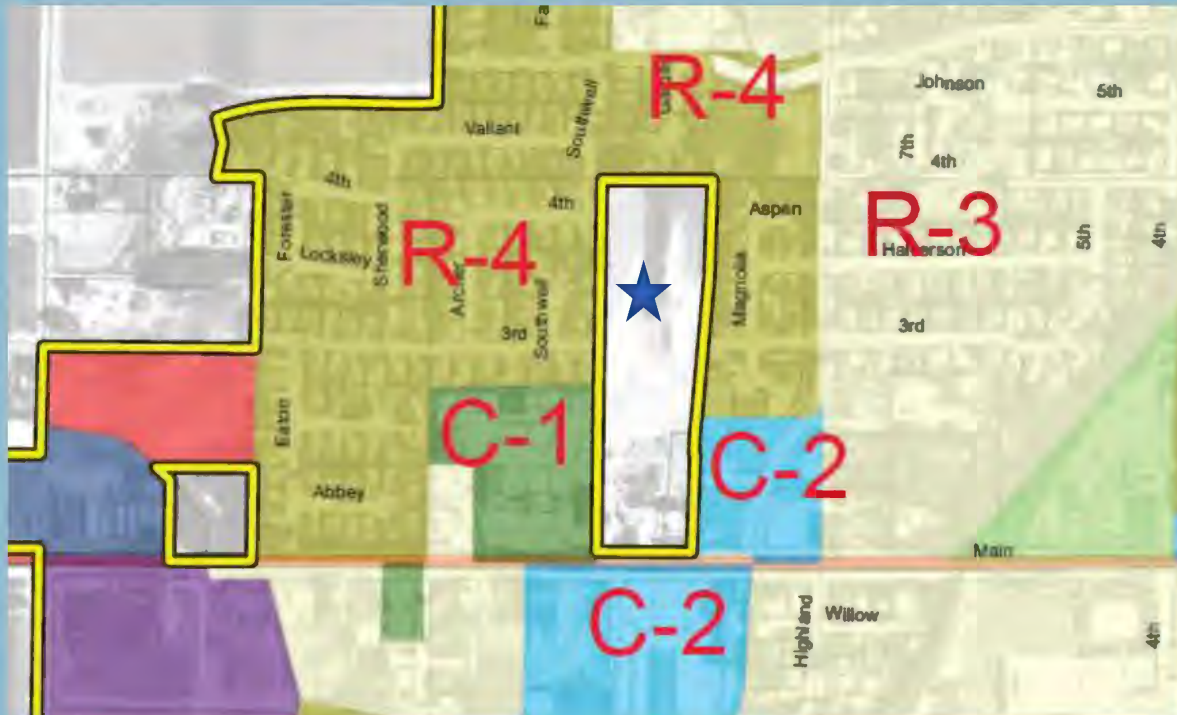
**Project Description & Zoning:** Applications by Taylor Schmidt/BST DEV LLC for annexation/rezone, preliminary plat, and development agreement with respect to the Reed's Landing Subdivision located at 880 W. Main Street.

The proposed project consists of three commercial lots, 12 single family residential lots, 25 townhome lots on approximately 9.7 acres of land zoned Canyon County Agricultural.

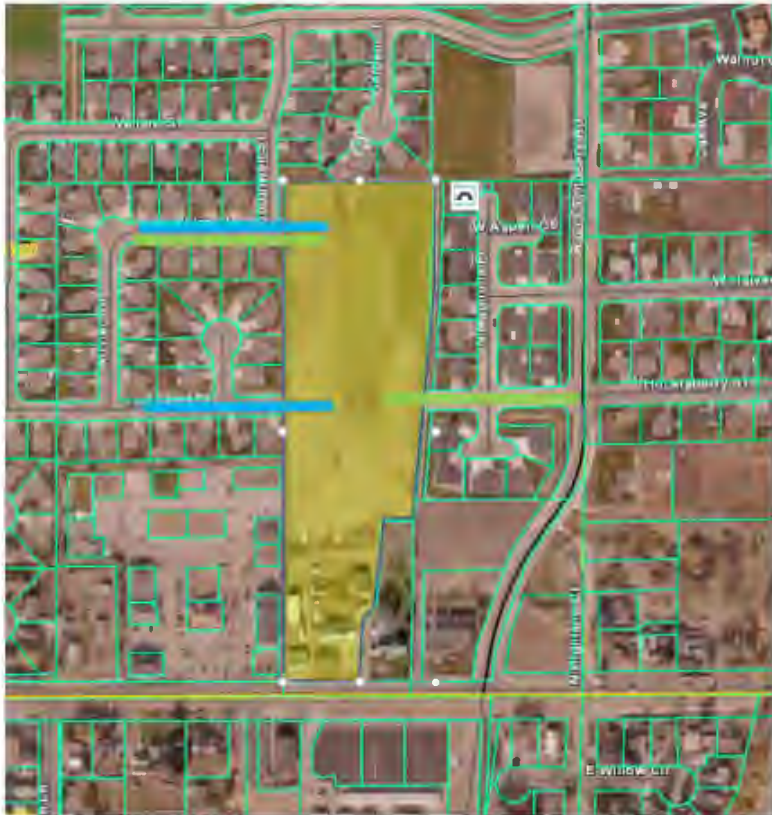
Applicant is requesting annexation and zone changes from Canyon County “Agricultural” to City of Middleton C-3 “Heavy Commercial” (2.54 acres), M-F “Multi-Family” (3.04 acres) and R-3 “Single Family Residential” (4.09 acres).



**Current Zoning & Property Condition:** The property is an in-fill project. It is located in Canyon County but entirely surrounded by City property. The property is currently zoned County “Agricultural.” The northern half of the parcel is surrounded by R-4 zoning. The southern half of the property is surrounded by C-1 and C-2 zones, which are neighborhood commercial and light commercial zones.







Sewer



Water



**City Services:** City water and sewer are accessible to the project. The utilities are located in Shire St., Huckleberry St., and Lionheart St., immediately adjacent to the Project parcel.

Sewer and water capacity are already included in current capacity analyses for this project.

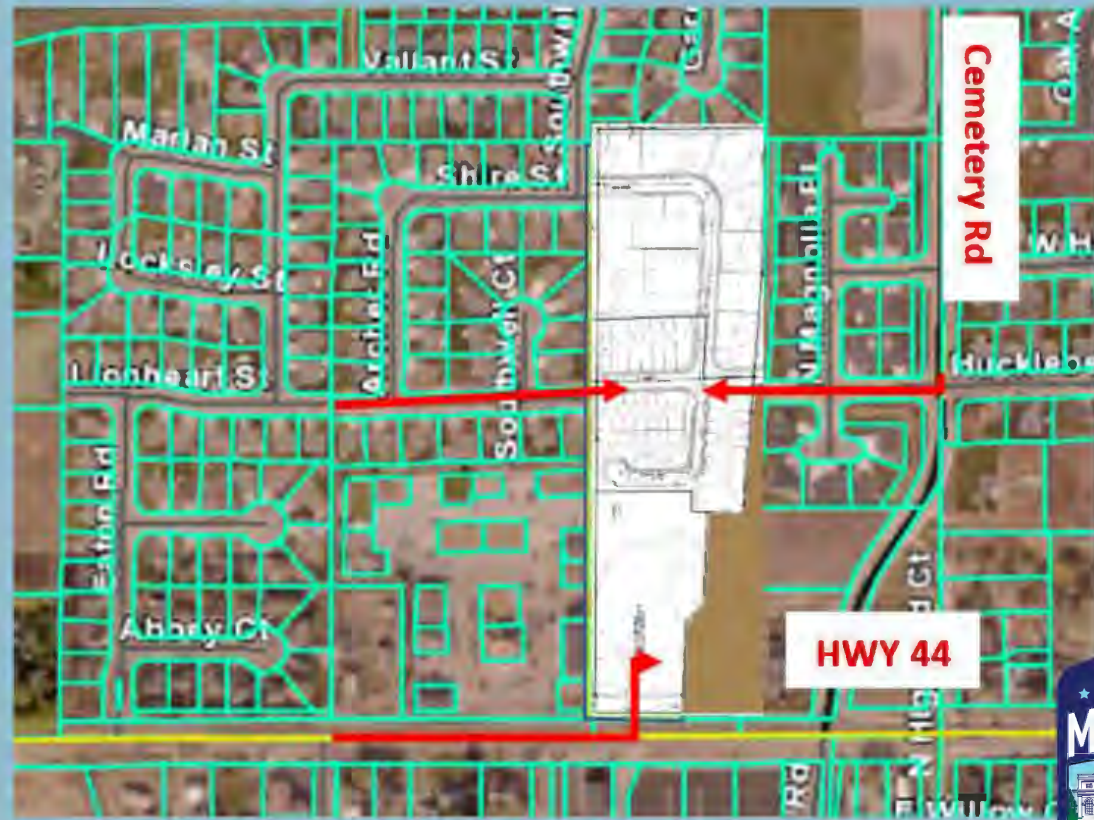


**Traffic, Access & Streets:** Access to the residential part of the subdivision will be through Lionheart Street and Huckleberry Street. Access to the commercial lots will be off of Hwy 44.

ITD has had the Reed's Landing Subdivision under review for a number of months. Once ITD submits its comments, Developer will be required to improve, at its own cost, all Hwy 44 frontage improvements required by ITD and the City of Middleton.

Developer has submitted a traffic study for the project. It revealed that the project will have “minimal impact” upon the roadways and intersections. Frontage improvements and striping should “fully mitigate” the impact of the project, according to the study. (Pg. 36-37)

Middleton requires Development “to pay for itself” so the taxpayers will not be burdened with the cost of developing roads and infrastructure. In light of this, Developer/builders will pay \$186,850 in Mid-Star Transportation Impact Fees by the time all 37 residential building permits are issued. Developer/builder will also pay anywhere between \$25,000 and \$100,000 more for the commercial uses under the Mid-Star program, depending on the type of commercial uses that ultimately occupy the site. Developer will also pay a \$77,567 pro-rata traffic fee (MCC 5-4-3). In total, Developer will contribute approximately \$300,000 towards road improvements in and around the City of Middleton.

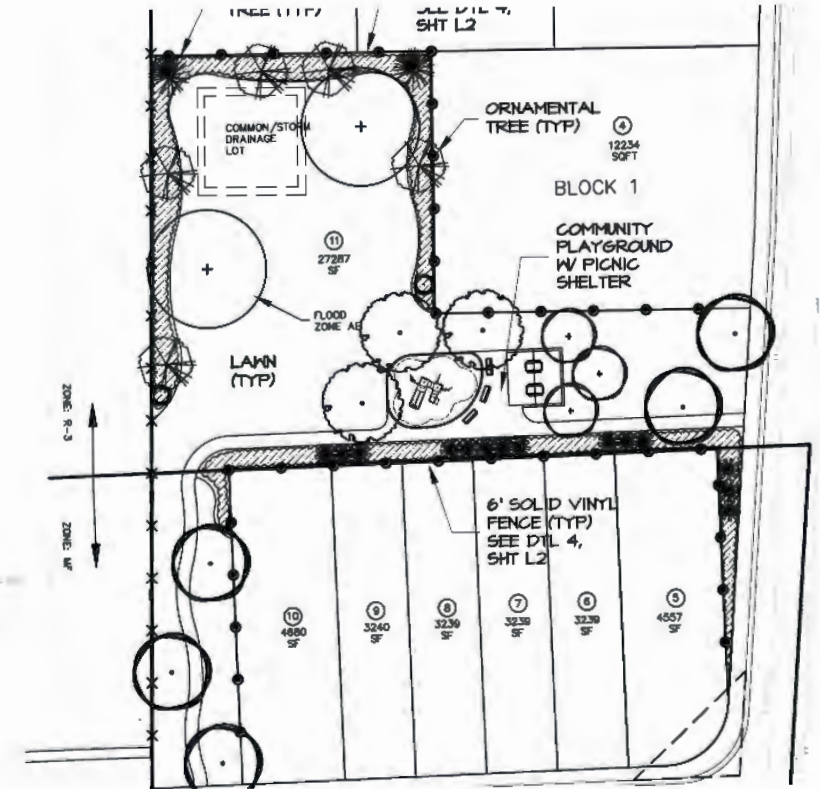
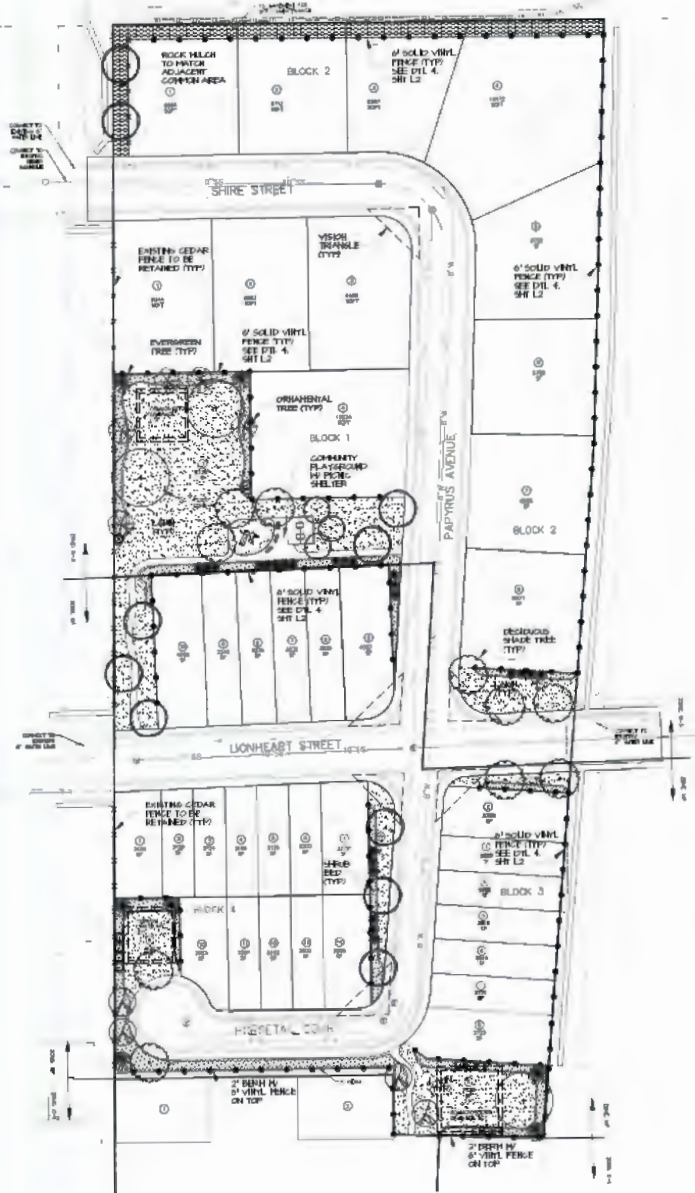




## Pathway, Sidewalks & Open Space:

Developer has provided over 13% open space, which exceeds the 5% required by code.

Although the Code does not require the developer to provide amenities for the project, Developer has provided three large common lots for social gathering. One of the large common lots contains a pathway, playground, benches and shade ramada with multiple picnic tables.

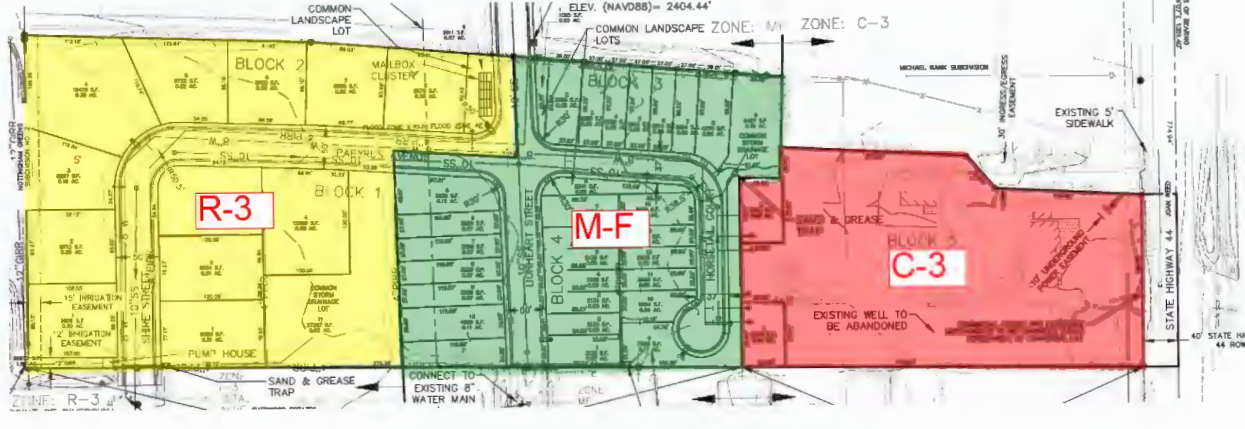


**Annexation and Rezone:** Applicant is requesting that the nine acre in-fill project be annexed into the City of Middleton with a zone change to C-3 “Heavy Commercial” (approx. 2.5 acres), M-F “Multi-Family” for the townhomes (approx. 3 acres) and R-3 “Single Family Residential” (approx. 4 acres). There are three findings that must be made before Annexation can be approved:

- 1) The property must be contiguous to City limits.
- 2) City services such as sewer and water can be extended to serve the site.
- 3) The annexation is deemed to be an orderly development of the City allowing an efficient and economical extension of City services. (Idaho Code 50-222.)

An application for rezone requires two findings before City Council can approve a rezone:

- 1) The rezone will not adversely affect the City’s delivery of services.
- 2) The rezone request is not in conflict with the Comprehensive Plan. (Idaho Code 67-6511)

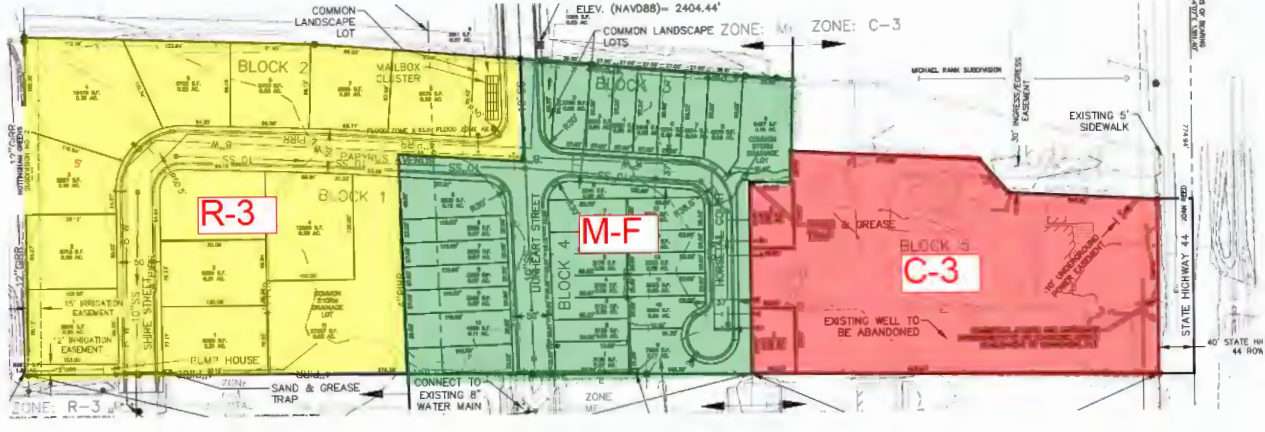


## FINDINGS:

Planning Staff finds that Applicant's project meets all three findings for annexation. First, the property is contiguous and surrounded on all four sides by City property. Second, sewer and water are available and can be extended to the site as already shown above. Third, the annexation is an "orderly and economical extension" of City services because the project is an in-fill project; therefore, the proposed development is adjacent to existing resources and infrastructure.

As to the rezone application, Planning Staff finds that the rezone will not adversely affect the City's ability to deliver sewer and water as already noted above. Additionally, Developer will bear the cost of impacting city services by paying impact fees for transportation, parks, fire, and police, which fees were designed to proportionately cover the impacts imposed by developers.

Finally, as will be shown below in the section regarding the Comprehensive Plan, the rezone is not in conflict with the Comprehensive Plan.





**Preliminary Plat Application:** The preliminary plat shows two phases for development. The Multi-Family and R-3 zones comprise Phase 1. The three commercial lots comprise Phase 2.

*Planning Staff finds that the preliminary plat complies with all Middleton codes and standards with one exception: Developer is seeking a waiver to allow “perimeter” fencing to be set back from the perimeter boundary on lots 1 – 4, Block 2 to allow unobstructed access to the ditch easement in that location. (MCC 5-4-11-2).*

Middleton governing bodies are allowed to grant exceptions or waivers to the code during the preliminary plat process (MCC 1-15-2). The proposed fencing waiver is a reasonable request because the ditch easement needs to be accommodated.



City Engineer Amy Woodruff has also recommended approval of the plat



Ditch Easement & Fence Location





**Development Agreement:** A Development Agreement (“DA”) Application is required for any request to rezone property. The conditions of development set forth in the proposed DA are:

1. Developer will develop the community and townhomes generally consistent with the concept plans attached to the DA.
2. The differing styles of townhomes shall undergo design review pursuant to MCC 1-15-8.
3. Developer shall construct the following amenities: park with benches and playground, and shade structure with at least 2 picnic tables.
4. Developer/Owner shall cause the entire .24 acre parcel fronting Hwy 44 to be dedicated to ITD for right of way when Phase 2 develops.
5. The Reed’s currently live on the project site in the portion of the project that will be zoned commercial if this project is approved. The DA provides that the Reed’s home-site will be deemed an allowable non-conforming use. They may remain on site and use the commercial parcels for residential purposes, but they may not apply to the City for any improvement permits that would increase the non-conforming residential use. Once the Reeds vacate the site, the parcels may be used, rented, or sold only for commercial purposes in compliance with uses set forth in the C-3 zone.





## Development Agreement con't:

6. Developers will have two years to obtain final plat approval for Phase 1. Developer may seek two 1-year extensions, thereby allowing a total of 4 years to obtain Phase 1 final plat approval. After Phase 1 final plat, Developer will have two years to obtain final plat for Phase 2. These time periods may also be extended with two 1-year extensions. Failure to meet these time-lines may result in the City terminating the DA and nullifying the preliminary plat.
7. If ITD denies access on to Hwy 44 for the commercial lots, Developer will create an access connection between the residential parcels and the commercial parcels via Horsetail Court.
8. Developer to grant a cross-access easement for vehicle and pedestrian traffic across the commercial lots to ensure that no lots are landlocked if access to Hwy 44 is denied by ITD.
9. Developer shall construct a temporary 5' wide asphalt pathway across the commercial lot to connect the residential lots to Hwy 44. Public access shall be granted via a temporary public access easement. Once the commercial lots are developed, the pathway and easement may be removed by Developer.



### Comprehensive Plan & Land Use Map:

Applicant's project complies with the Comprehensive Plan's Future Land Use Map because the proposed zones correlate with the "Commercial" and "Mixed-Use" uses shown on the Map.

"Mixed Use" on the Future Land Use Map means that the City will allow an intermingling of any type of commercial use with any type of residential use in that area.



The Project also complies with the *Goals, Objectives, and Strategies* of the 2019 Middleton Comprehensive Plan as follows:

- a. *Goals 3 and 23:* The project provides safe vehicle and pedestrian facilities in light of the street improvements, pathways and sidewalks shown on the preliminary plat.
- b. *Goal 4:* The project will establish a good quality of life with development that pays through impact fees and property taxes for the public services it receives when infrastructure is installed. Quality lots for residential use also increase the quality of life and general welfare of the City as a whole. Additionally, the project provides commercial uses near a "major" road.
- c. *Goal 6:* Water, sewer, and road systems have been expanded in an orderly manner consistent with population growth.
- d. *Goal 7:* the project promotes commercial development and employment opportunities.
- e. *Goal 8:* the project establishes a new commercial area without detracting from existing businesses.
- f. *Goal 10:* Project provides playgrounds, pathways and outdoor recreational activities.
- g. *Goal 11:* The housing type matches the residents' lifestyle in the area the project is located.





### **Comments Received from Surrounding Landowners:**

Thomas Butler submitted a letter on July 20, 2022. The letter was attached to the Staff Report as Exhibit C for Council consideration and public viewing. Two more comment letters came in after the Agenda posted. Brooks and Yeatley – Ex. “F”

**Comments from Agencies:** On April 22, 2022, the City received a comment letter from Greater Middleton Parks & Recreation. City also received a letter from Canyon Hill Ditch Co., dated 5/9/2022 and Middleton School District #134 dated 5/6/2022 and 7/26/2022. Copies of the letter were attached as Exhibit D to the Staff Report.

COMPASS submitted a late comment last Friday. (Exhibit “G”)

**Comments from City Engineer and Planning Staff:** Copies of Engineering and planning comments were attached as Exhibit “E” to the Staff Report.

**Applicant Information:** Application was accepted on November 16, 2021. Applicant is Taylor Schmidt/BST DEV LLC 1016 W. Sanetta St., Nampa, ID 83651.





### Notices & Neighborhood Meeting Dates:

Newspaper Notification	7/17/2022	Sign Posting	7/15/2022
Radius notice to adjacent landowners	7/14/2022	Neighborhood Meeting	9/8/2021 & 10/18/2021
Circulation to Agencies	7/12/2022		

### Pertinent Codes and Standards:

Idaho Standards for Public Works Construction, the Middleton Supplement to the Idaho Standards for Public Works Construction, Middleton City Code 1-14, 1-16, 5-1, 5-2, 5-3, and 5-4, and Idaho Code Title 67, Chapter 65 & Title 50, Chapters 2 and 13.



**Planning & Zoning Commission Recommendation and Order:** The Planning & Zoning Commission considered the project applications at a public hearing on May 9, 2022. The Commission is responsible for issuing a final order on the application for a special use permit (SUP) to construct townhomes. They approved the SUP on the condition that the developer meets with the staff of Middleton School District #134 to discuss possible mitigation to school impacts and on the condition that no 2<sup>nd</sup> floor windows would be located in homes built on the eastern boundary of Block 3.

The Commission further recommended approval of Developer's applications for annexation/rezone, development agreement, and preliminary plat subject to the conditions of approval in the Staff Report.

## Conclusions and Conditions of Approval:

Per State law and the Middleton City Code, any final order must be based upon findings of facts and conclusions of law.

**As to Findings of Facts**, Planning Staff has set forth findings of facts in the staff report and presentation. If the Council agrees with those findings of facts, then the Council may simply make a motion to accept the findings of facts presented by planning staff.

**As to Conclusions of Law**, Planning Staff finds that City Council has the authority to hear these applications and to approve or deny the applications, with or without conditions. 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 City Code to be considered in making an order on the applications. If the hearing tonight is conducted in compliance with Idaho State Statute and the Middleton City Code, then the Council may accept these conclusions of law by passing a motion to accept the conclusions of law set forth in the staff report and at the public hearing.



## Conclusions and Recommended Conditions of Approval con't:

**Annexation/Rezone, Development Agreement and Preliminary Plat Application:** If the Council chooses to approve the annexation/rezone, preliminary plat, and development agreement 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. City municipal domestic water, fire flow and sanitary sewer services are to be extended to serve the subdivision.
2. Developer to comply with all terms of the Development Agreement approved for the project.
3. Developer to construct, at its own cost, all frontage improvements to Hwy 44 required by ITD and the City of Middleton.
4. All landscaping and amenities to be installed in compliance with submitted landscape plan dated 4/11/2022.
5. Developer shall obtain a proper approach permit from ITD for the commercial parcel access prior to final plat approval for Phase 2. If ITD will not issue an approach permit, Developer to create a street or drive aisle off of Horsetail Court to provide access to the commercial lots.
6. Developer shall create a plan for operation, maintenance and repair of stormwater facilities (O&M Plan) contained on the project site. The O&M Plan shall be recorded with the CC&Rs. Developer and/or HOA must maintain and operate the subdivision stormwater facilities in compliance with the O&M Plan.
7. Owner/Developer to pay City required pro-rata share traffic fee in the amount of \$77,567 prior to approval of phase 1 final plat.
8. All City Engineer, Planner, Fire District, and Floodplain Administrator review comments are to be completed and approved.
9. The Homeowners' Association's CC&Rs shall mandate that the HOA is responsible for maintaining the ditch easement strip of ground sandwiched between the canal and the rear fence line of Lots 1-4, Lot 2.
10. Sewer and water capacity to be reserved at the time City approves the construction drawings for the project.



\*\* reasons for denial



Reed's Landing Ex F

**From:** Carrie Brooks  
**To:** Roberta Stewart  
**Subject:** Public hearing comments  
**Date:** Monday, August 1, 2022 5:59:34 PM

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Planning and Zoning Department:

This letter is to oppose the proposed Reed's Landing Subdivision. There is no need to have such dense housing in such a small area of Middleton. There is plenty of room in Middleton to spread out growth without the density proposed. All surrounding housing and subdivisions are single family and to change the zoning to allow 25 townhomes is not acceptable. Further, as a resident of Westwood Subdivision, access to this new development would be through our small subdivision via Huckleberry Street. this street has driveways close to this road with children and pets at risk for this development. With the proposed 12 homes, 25 town homes, and the "dense commercial lots" this will conservatively result in over 100 additional vehicles using a small access through a small residential neighborhood.

To even consider this type of development and it's proposed access is not appropriate.

As a citizen of Middleton and owner in the Westwood Subdivision, I am opposed to the rezoning of the plat to such a dense proposal.

Carrie Brooks  
Homeowner in Westwood Subdivision



**From:** [Rourke Yeakley](#)  
**To:** [Roberta Stewart](#)  
**Subject:** Opposition to "Reed's Landing Subdivision"  
**Date:** Monday, August 1, 2022 5:09:45 PM

---

Planning and Zoning Department City of Middleton,

This letter is to oppose the proposed Reed's Landing Subdivision. There is no need to have such dense housing in such a small area of Middleton. There is plenty of room in Middleton to spread out growth without the density proposed. All the surrounding housing and subdivisions are single family and to change the zoning to allow 25 townhomes is not acceptable. Further, as a resident of Westwood subdivision, access to this new development would be through our small subdivision via Huckleberry Street. This street has driveways close to this road with children and pets at risk for this development. With the proposed 12 homes, 25 town homes and the "dense commercial lots" this will conservatively result in over 100 vehicles using a small dangerous access through the neighborhood.

Further, the developers of the proposed "Reed's Landing Subdivision" have never reached out to the home owners of Westwood Subdivision which is directly impacted by the massive increase in traffic and density proposed.

Once again, to even consider this type of development and its proposed access is not appropriate. We are absolutely opposed to this development.

Please let me know if you have any further questions.

Amy and Rourke Yeakley  
Homeowners in Westwood Subdivision

# Ex "G"

## Communities in Motion 2050 Development Review

The Community Planning Association of Southwest Idaho (COMPASS) is the metropolitan planning organization (MPO) for Ada and Canyon Counties. COMPASS has developed this review as a tool for local governments to evaluate whether land developments are consistent with the goals of *Communities in Motion 2050* (CIM 2050), the regional long-range transportation plan for Ada and Canyon Counties. This checklist is not intended to be prescriptive, but rather a guidance document based on CIM 2050 goals.

**Development Name:** Reed's Landing

**CIM Vision Category:** Existing Neighborhood

**New Jobs:** ±40

**CIM Corridor:** None

**New Households:** 37



### Safety

Level of Stress measures how safe and comfortable a bicyclist or pedestrian would feel on a corridor and considers multimodal infrastructure number of vehicle lanes, and travel speeds.

Pedestrian level of stress ☒

Bicycle level of stress ☒



### Economic Vitality

These tools evaluate whether the location of the proposal supports economic vitality by growing near existing public services.

Activity Center Access ☒

Farmland Preservation ☐

Net Fiscal Impact ☒

Within CIM Forecast ☒



### Convenience

Residents who live or work less than 1/2 mile from critical services have more transportation choices, especially for vulnerable populations.

Nearest bus stop ☐

Nearest public school ☐

Nearest public park ☐



### Quality of Life

Checked boxes indicate that additional information is attached.

Active Transportation ☐

Automobile Transportation ☐

Public Transportation ☒

Roadway Capacity ☐



**Improves performance**



**Does not improve or reduce performance**



**Reduces performance**

### Comments:

The proposal provides an opportunity for infill and a mix of housing types in an already developed area in the City of Middleton. The COMPASS Complete Network Policy identifies Main Street/State Highway 44 as a secondary transit, secondary freight, and bicycle friendly route. Ensure that future bicycle and pedestrian facilities along Main Street/SH-44 support modes identified above.

**Communities in Motion 2050**  
[2020 Change in Motion Report](#)  
[Development Review Process](#)

Web: [www.compassidaho.org](http://www.compassidaho.org)  
 Email: [info@compassidaho.org](mailto:info@compassidaho.org)





## Land Use to Support Public Transportation

Locating higher-density commercial and residential uses close to transit nodes increases the availability and convenience of public transportation. Successful transit-oriented developments often following the 3 Ds: density, diversity, and design. Density places a critical mass of people near trip origins or destinations so that transit ridership becomes practical and economical. Diversity of land uses can help to serve multiple purposes, such as employment centers, retail centers, and recreation. Design encourages safe and comfortable walking and biking between the transit station and the final destination. Other considerations include:

- Guide new development to areas planned for growth in the long-range plan forecast so that transportation infrastructure can keep up with new demand.

- Provide more than 8 housing units per acre; or a combination of 25 total persons (population + jobs) per acre, near future transit stops.

- ✓ Orient buildings toward potential transit corridors, with parking on the back side rather than the street side.

- Where appropriate, cluster buildings near intersections to consolidate transit stops and street crossings.

- Incorporate retail and other uses into the development, drawing customers both from the transit-oriented development and nearby areas.

The COMPASS-compiled catalog of Transit Oriented Developments in the [\*Communities in Motion Implementation Guidebook\*](#) provides examples of how higher-density development can integrate in existing neighborhoods.

## Public Transportation Infrastructure

Providing safe and comfortable transit stops and appropriate amenities can make public transportation a more convenient and competitive option, reduce the overall cost of housing + transportation, and expand the potential customer base for businesses.

While stop location and spacing will depend on the circumstances of the route, there are some general guidelines to improve the user experience:

- Locate bus stop amenities in areas that are expected to generate the most ridership, such as near employment centers, residential areas, retail centers, education centers, or major medical facilities.

- ✓ Provide sidewalks and/or bike paths designed to meet the needs of all users (including elderly, children, and individuals with disabilities) to connect development to transit stops.

- Provide bicycle parking that includes covered bike racks at transit stops; ensure it does not conflict with vehicular or pedestrian travel.

- Provide shelters, benches, trash receptacles, lighting, and landscaping to enhance the overall comfort and attractiveness of transit; ensure amenities do not block pathways, sidewalks, or bike lanes.

- ✓ Include doors with 32 inches of clear passage space, and at least one zero-step entrance and accessible bathroom on the main floor to support those with limited mobility.

- Join the Valley Regional Transit group pass program:

- <https://www.valleyregionaltransit.org/group-pass-programs>

- Use Valley Regional Transit's [Bus Stop Location and Transit Amenities Development Guidelines](#) for siting new bus stops and reviewing current and bus stops.

## ***Fiscal Impact Analysis Supplemental for the Development Review Checklist***


The purpose of the fiscal impact analysis is to better estimate expected revenues and costs to local governments as a result of new development so that the public, stakeholders, and the decision-makers can better manage growth. Capital and operating expenditures are determined by various factors that determine service and infrastructure needs, including persons per household, student generation rates, lot sizes, street frontages, vehicle trip and trip adjustment factors, average trip lengths, construction values, income, discretionary spending, and employment densities.

The COMPASS Development Checklist considers the level of fiscal benefits, how many public agencies benefit or are burdened by additional growth, and how long the proposal will take to achieve a fiscal break-even point, if at all. More information about the COMPASS Fiscal Impact Tool is available at: [www.compassidaho.org/prodserv/fiscalimpact.htm](http://www.compassidaho.org/prodserv/fiscalimpact.htm).


### **Overall Net Fiscal Impact**

#### **Net Fiscal Impact, by Agency**

City 

County 

Highway District 

School District 

Break Even: 1 year

**1d**





## **Middleton City Council**

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

---

**In the Matter of the Request of MCNIC Properties LLC and Representative Marks Land Surveying, LLC for annexation/rezone with respect to 1.046 acres located at 21991 Middleton Road (Tax Parcel No., R340750120).**

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

1. Hearing Facts: See Staff Report for the hearing date of July 6, 2022, which Report is attached hereto as Exhibit "A" and incorporated herein by this reference.
2. Process Facts: See Staff Report for the hearing date of July 6, 2022, Exhibit "A".
3. Application and Property Facts: See Staff Report for the hearing date of July 6, 2022, Exhibit "A".
4. Required Findings per Middleton City Code 1-14-2(E)(7), Idaho State Statue Title 67, Chapter 65 and Title 50, Chapter 2, Idaho Standards for Public Works Construction and Middleton Supplement thereto, Middleton City Code 1-14, 1-15 and 5-1: See Staff Report for the hearing date of July 6, 2022, Exhibit "A".

#### **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 pertinent 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 and Idaho Code Secs., 67-6503, 67-6509, 67-6511 and 67-6513 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.

**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 ordered that:

The application from MCNIC Properties LLC and Representative Marks Land Surveying, LLC for Annexation and Rezone to Light Industrial (M-1) with respect to 1.046 acres located at 21991 Middleton Road 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 July 6, 2022, public hearing.

WRITTEN ORDER APPROVED ON: August \_\_\_\_\_, 2022.

---

Steven J. Rule  
Mayor, City of Middleton

Attest:

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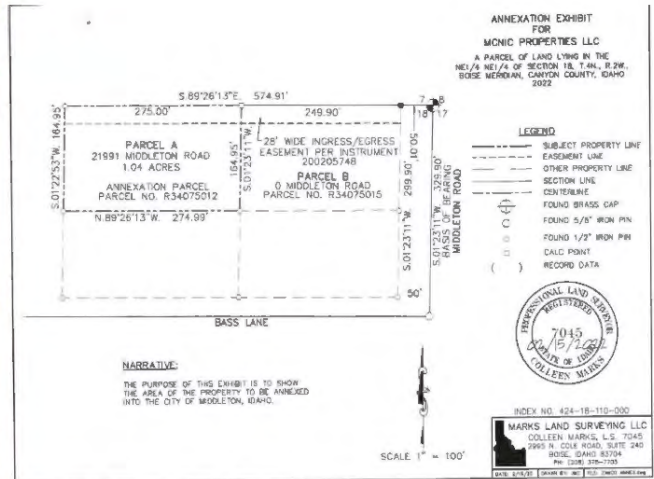
Jennica Reynolds  
Planning and Zoning Department

***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.***



# STAFF REVIEW AND REPORT Middleton City Council

## Zamco Annexation and Rezone



- A. **City Council Hearing Date:** July 6, 2022
- B. **Applications:** Annexation/Rezone of approximately 1.04 acres located at 21991 Middleton Road (Tax Parcel No., R340750120) adjacent to City limits. (Legal and Record of Survey attached as Exhibit "A")

C. **Applicant:** MCNIC Properties, LLC  
6820 W McMillian Street  
Boise, ID 83709

**Representative:** Marks Land Surveying, LLC  
2995 N. Cole Road, Ste. 240  
Boise, ID 83704

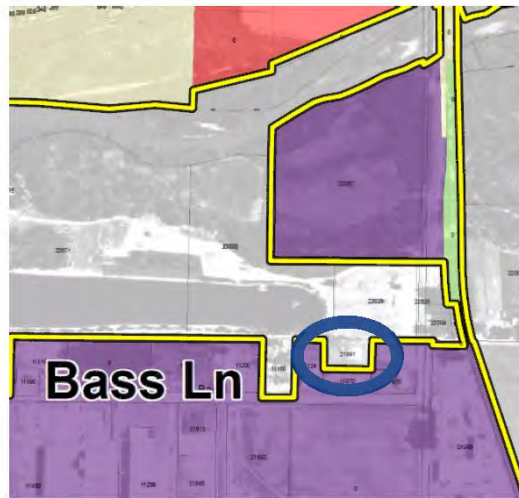
City received the applications on March 10, 2022.

- D. **Current Zoning & Property Condition:** The property is currently located in Canyon County and zoned M-1. Properties directly to the south, east and west are in the City and zoned M-1.

## Zoning

	A-R		R-1
	C-1		R-2
	C-2		R-3
	C-3		R-4
	M-1		R-4T
	M-2		M-F
	M-U		

Revision Date: 2022-04-05



- E. Annexation:** The Applicant currently owns the parcel directly to the east which is in City limits. It was thought that the parcel under consideration was also in City limits, but upon further review it was discovered that the parcel in question has never been annexed into the City. The applicant runs and operates the Zamco commercial building and wants to expand its current operations. However, until both parcels are in the City, the applicant is at a standstill and cannot move forward with obtaining a commercial building permit.

Looking long term into the future, and to prevent landlocked parcels in the event that CHD4 removes access from Middleton Road, the City will require the Applicant to create a 30 ft cross-access and utility easement along the western boundary of the parcel to the south of parcel B in favor of parcel A. This access will connect to Bass Lane. According to Canyon County Assessor's the Applicant also owns the parcel south of parcel B so this should not be a problem.





- F. City Services:** City water and sewer are available, nearby and located east in Middleton Road and south in Bass Lane.



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. (3) The annexation is orderly and economical because it is located in an area previously identified by the City as an industrial zone, and additional industry in the City provide economic benefits to the community.*

- G. Rezone:** Applicant is requesting a rezone of the parcel to be changed from Canyon County M-1 to City M-1. The use would not change, merely the governing jurisdiction.

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

*Planning staff finds that (1) City services are nearby and available and the rezone will not adversely affect the City's delivery of such, and (2) the rezone request is in harmony with the Comprehensive Plan as will be shown below.*

- H. Comprehensive Plan & Land Use Map:** Applicant's project complies with the Comprehensive Plan's Future Land Use Map because the project is designated Industrial on the Land Use Map, which matches the Industrial Use planned for the site.



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

- a. *Goal 7: Promote a strong and diverse local economy in the City by:*
  - 1. Inviting commercial and industrial development that provides employment opportunities, higher-paying jobs, and allows residents to remain in the City for employment.
  - 2. Design water and sewer systems to locations along South Middleton Road, best suited for business and industry development.

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

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

**K. Comments from Agencies:** (Exhibit "C").  
GMPRD Letter received 4/22/2022

<b>L. Notices:</b>	<b>Dates:</b>
Neighborhood Meeting	2/25/2022
Newspaper Notification	6/19/2022
Radius notification mailed to Adjacent landowners within 500'	6/16/2022
Circulation to Agencies	6/16/2022
Sign Posting property	6/16/2022

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

**M. Applicable Codes and Standards:**  
Idaho Code Secs., 67-6503, 67-6509, 67-6511, 67-6513 and 50-222.  
Idaho Standards for Public Works Construction, the Middleton Supplement to the Idaho Standards for Public Works Construction.  
Middleton City Code 1-14, 1-15, and 5-1.

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

The City Council is to consider the applications for Annexation and Rezone and decide to approve or deny the applications.

According to Idaho 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 the Council agrees with the testimony, evidence and Findings of Facts presented at the public hearing, then the 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 recommendation on the applications. If the public hearing is held and conducted according to Idaho State Statute and the Middleton City Code, then the 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. City water and sewer services shall be extended to serve the site.
2. The Developer/City shall complete the annexation process with the State Tax Commission, prior to the City issuing Certificate of Occupancy of Zamco Building.
3. Prior to the City issuing Certificate of Occupancy of Zamco Building a 30 ft cross access/utility easement shall be recorded by instrument number along the south parcels' west boundary north from Bass Lane in favor of Parcel A.
4. Prior to the City issuing Certificate of Occupancy of Zamco Building, the Applicant will apply for and complete an Administrative Lot Line Adjustment.

Lastly, if the City Council denies the applications, Middleton City Code 1-14-2E(8) requires that the Council "identify what the Applicant can modify in the application" to gain approval.

Prepared by Planning Deputy Clerk, Jennica Reynolds    Dated: 6/28/2022

Exhibit “A”

Zamco Legal

Description and Record  
of Survey



## Annexation Description

A parcel of land being a portion of the NE1/4 NE1/4 of Section 18, T.4N., R.2W., Boise Meridian, Canyon County, Idaho, said parcel being more particularly described as follows:

Commencing at a found Brass Cap lying along the centerline of Middleton Road, and marking the NE Corner of said Section 18, T.4N., R.2W., Boise Meridian, Canyon County, Idaho, said Brass Cap bears S.89°26'13"E. 2698.92 feet from a found 5/8" iron pin marking the N1/4 Corner of said Section 18, said Brass Cap also bears N.01°23'11"E. 329.90 feet from a found 5/8" iron pin, thence along the northerly boundary of the said NE1/4 NE1/4 of Section 18, N.89°26'13"W. 299.91 feet to a point, said point also marking THE REAL POINT OF BEGINNING;

thence leaving the said northerly boundary of the NE1/4 NE1/4 of Section 18, S.01°23'11"W. 164.95 feet to a found 1/2" iron pin;

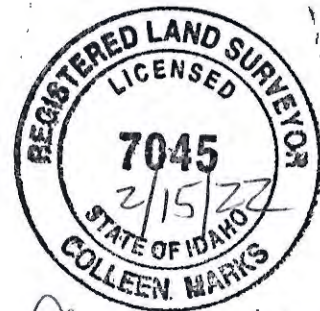
thence N.89°26'13"W. 274.99 feet to a found 1/2" iron pin;

thence N.01°22'53"E. 164.95 feet to a found 1/2" iron pin lying along the said northerly boundary of the NE1/4 NE1/4 of Section 18;

thence along the said northerly boundary of the NE1/4 NE1/4 of Section 18, S.89°26'13"E. 275.01 feet to the point of beginning, containing 1.04 acres, more or less.

SUBJECT TO AND/OR TOGETHER WITH:

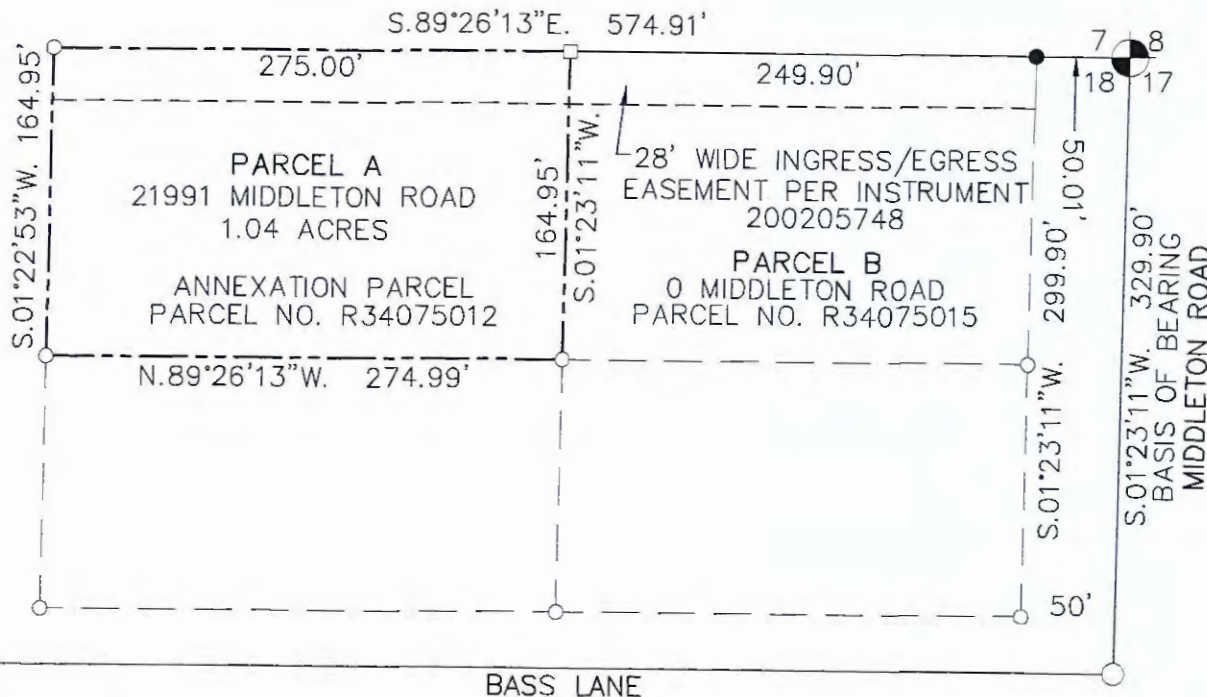
Any easements or rights of way of record or in use.



*Colleen Marks*

ANNEXATION EXHIBIT  
FOR  
MCNIC PROPERTIES LLC

A PARCEL OF LAND LYING IN THE  
NE1/4 NE1/4 OF SECTION 18, T.4N., R.2W.,  
BOISE MERIDIAN, CANYON COUNTY, IDAHO  
2022



LEGEND

- SUBJECT PROPERTY LINE
- - - EASEMENT LINE
- OTHER PROPERTY LINE
- SECTION LINE
- - - CENTERLINE
- ⊕ FOUND BRASS CAP
- FOUND 5/8" IRON PIN
- FOUND 1/2" IRON PIN
- CALC POINT
- ( ) RECORD DATA



NARRATIVE:

THE PURPOSE OF THIS EXHIBIT IS TO SHOW  
THE AREA OF THE PROPERTY TO BE ANNEXED  
INTO THE CITY OF MIDDLETON, IDAHO.

SCALE 1" = 100'

INDEX NO. 424-18-110-000

**MARKS LAND SURVEYING LLC**  
COLLEEN MARKS, L.S. 7045  
2995 N. COLE ROAD, SUITE 240  
BOISE, IDAHO 83704  
PH: (208) 378-7703

DATE: 2/15/22 DRAWN BY: JMC FILE: ZAMCO ANNEX.dwg

# Exhibit “B”

## Planning Staff

## Comments

**From:** [Jennica Reynolds](#)  
**To:** [Colleen Marks](#)  
**Cc:** [Roberta Stewart](#); [Amy Woodruff](#)  
**Subject:** Zamco Annexation  
**Date:** Thursday, April 28, 2022 3:20:00 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)

---

Colleen,

We have been reviewing the annexation application and have some comments from the City Engineer and conditions of approval to add.

1. The property line adjustment ROS – please revisit the east line of Parcel A. It looks like a dimension is incorrect.
2. Due to the increased traffic on Middleton Road (we are looking long term into the future) CHD4 will likely limit access to a RIRO only or remove access altogether. In order to not create landlocked parcels please create and record with an instrument number a 30 ft wide cross access and utility easement in favor of parcel A that runs south along the western boundary of the parcel south of parcel B to Bass Lane. This does not need to be completed prior to going to P&Z or City Council, but will need to be tied up prior to me finalizing the application with the State Tax Commission. (I have drawn a rudimentary sketch below)
3. According to the original design review of the new building It looks like the 28 ft wide easement to the north of parcel B that connects parcel A to Middleton Road has been reduced and you will be building in an easement? Please fix this.



Thanks,

*Jennica Reynolds*

City of Middleton  
Deputy Clerk, Planning  
208-585-3133  
[jreynolds@middletoncity.com](mailto:jreynolds@middletoncity.com)



# Exhibit “C”

## Agency Comments



### GMPRD Directors

Elizabeth Weaver, President  
Mike Okamura, Vice President  
Jon Roth, Treasurer  
Deborah Sandborgh, Director  
Randy Powell, Director

To Whom It May Concern:  
RE: Growth in Middleton, Idaho

On behalf of Greater Middleton Parks & Recreation District Board of Directors, we wanted to reach out and let you know that GMPRD is taking a stance on the growth happening in Middleton and the surrounding areas.

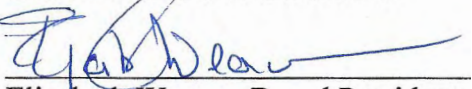
We are opposed to any further developments coming into Middleton at this time. Not only are the parks and recreation districts affected, but the school district and cemetery district as well, are all struggling to keep up with the growth. The legislature has not added parks and recreation districts, nor school or cemetery districts to the legal verbiage, allowing the impact fee funding to help incur the costs from the additional growth happening around the city.

We are seeing high numbers of registrations at our sporting events coming from out of state. We have multiple sports clubs and recreation programs needing grass space to play on. We are using an outdated building to play sports in one gym and could use at least two more gyms. We are also seeing higher vandalism this year. We have already spent over \$5,000 dollars on new camera systems at our parks and buildings to try to keep up with the increase in crime in our little town. Last year we were at 419% over budget for vandalism - spending almost \$900 dollars on repairs. This year alone we are already at 110% of our increased vandalism budget, spending over \$550 dollars on repairs thus far. However, in 2019 we only used 12.9% of our vandalism repairs budget. Spending only \$25 dollars on repairs. These numbers alone speak VOLUMES as to what is happening in our area and the negative impact our growth will continue to have, especially on our youth. Having positive sports programs, open play space, and local community classes helps keep kids out of trouble. We are outgrowing our resources at a record pace!

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

Thank you for listening to our concerns.

Best Regards,  
GMPRD Board of Directors

  
Elizabeth Weaver, Board President

310 N. Hawthorne Ave. Middleton, Idaho 83644  
Ph.# 208-585-3461 FAX: 208-585-6198  
gmprdjulie@gmail.com www.gmprd.org



**RESOLUTION NO. 474-22**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF MIDDLETON, IDAHO, EXPRESSING SUPPORT FOR CITY STAFF'S PROPOSED RIVER WALK CONCEPT.**

WHEREAS, the Mayor and city staff of the City of Middleton have create a conceptual plan for a park and river walk, which plan is titled the River Walk Master Plan, a copy of which is attached hereto as Exhibit A; and,

WHEREAS, the City Council has reviewed the River Walk Master Plan; and,

WHEREAS, the Mayor and city staff have requested that the City Council express their support for the River Walk Master Plan; and,

WHEREAS, upon review, the City Council has determined that pursuing the development of a city park and river walk area, in general conformity with the River Walk Master Plan, is in the best interest of the City of Middleton; and,

WHEREAS, at the present time, no expenditure or commitment is being approved hereby; and,

WHEREAS, the City Council wishes only to express its general support for the foregoing development; and,

WHEREAS, the City Council retains the right to approve all expenditures and contract related to public works construction and contracts for the procurement of public works, professional services, and personal and real property.

**NOW, THEREFORE, BE IT HEREBY RESOLVED AND DECLARED BY THE MAYOR AND COUNCIL OF THE CITY OF MIDDLETON, IDAHO, THAT:**

1. The City Council of the City of Middleton hereby memorializes their support for the development of a city park and river walk in general conformity with the River Walk Master Plan.
2. The City Council directs City Staff to pursue the development of a city park and river walk in general conformity with the River Walk Master Plan, and to report to the City Council, from time to time, on the progress of the same.



**PASSED BY THE COUNCIL** of the City of Middleton, Idaho this 17<sup>th</sup> day of August, 2022.

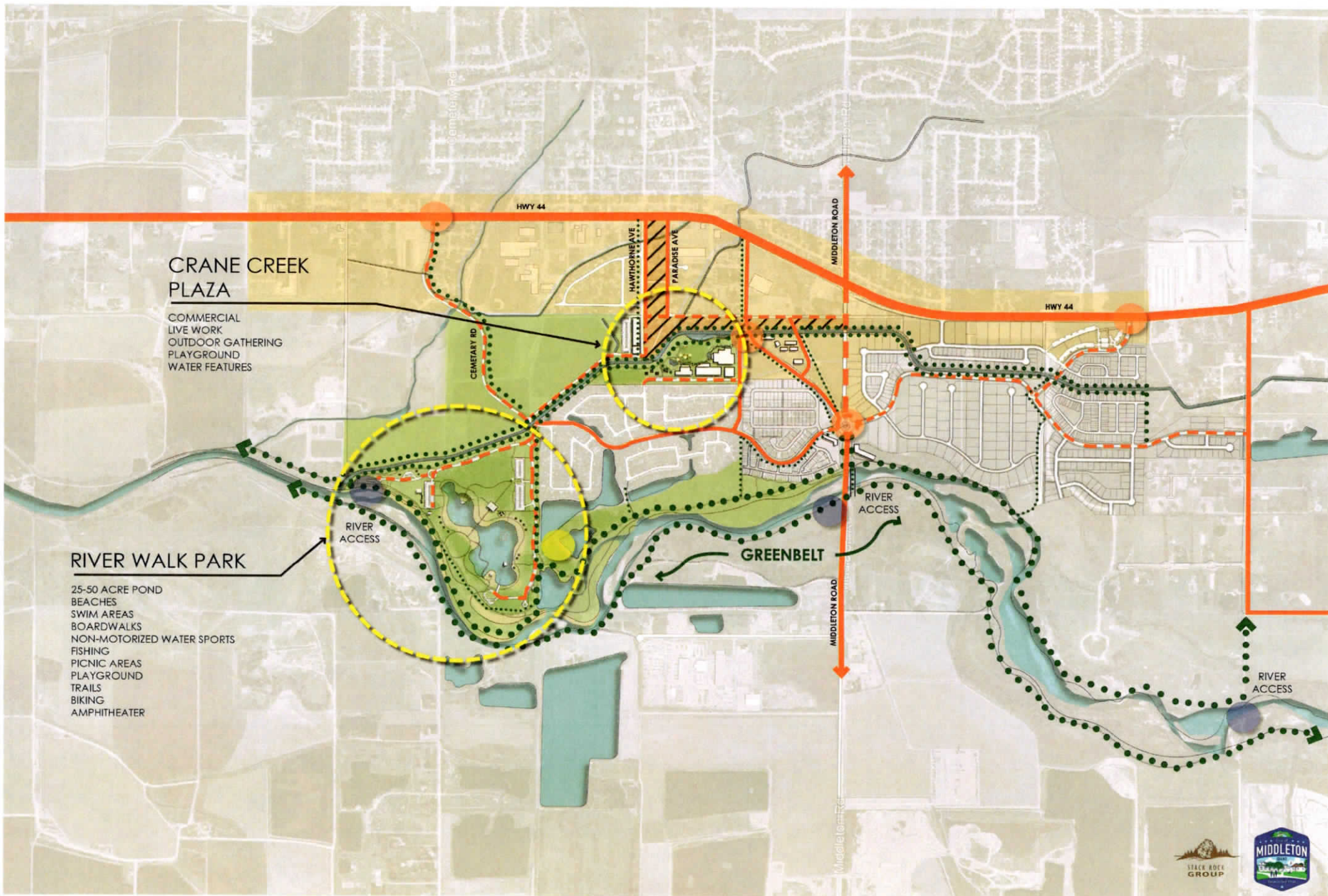
**APPROVED BY THE MAYOR** of the City of Middleton, Idaho this 17<sup>th</sup> day of August, 2022.

**APPROVED**

By \_\_\_\_\_  
**STEVE RULE, Mayor**

**ATTEST:**

By \_\_\_\_\_  
**City Clerk**



RIVER WALK MASTER PLAN





RIVER WALK PARK OPTION A

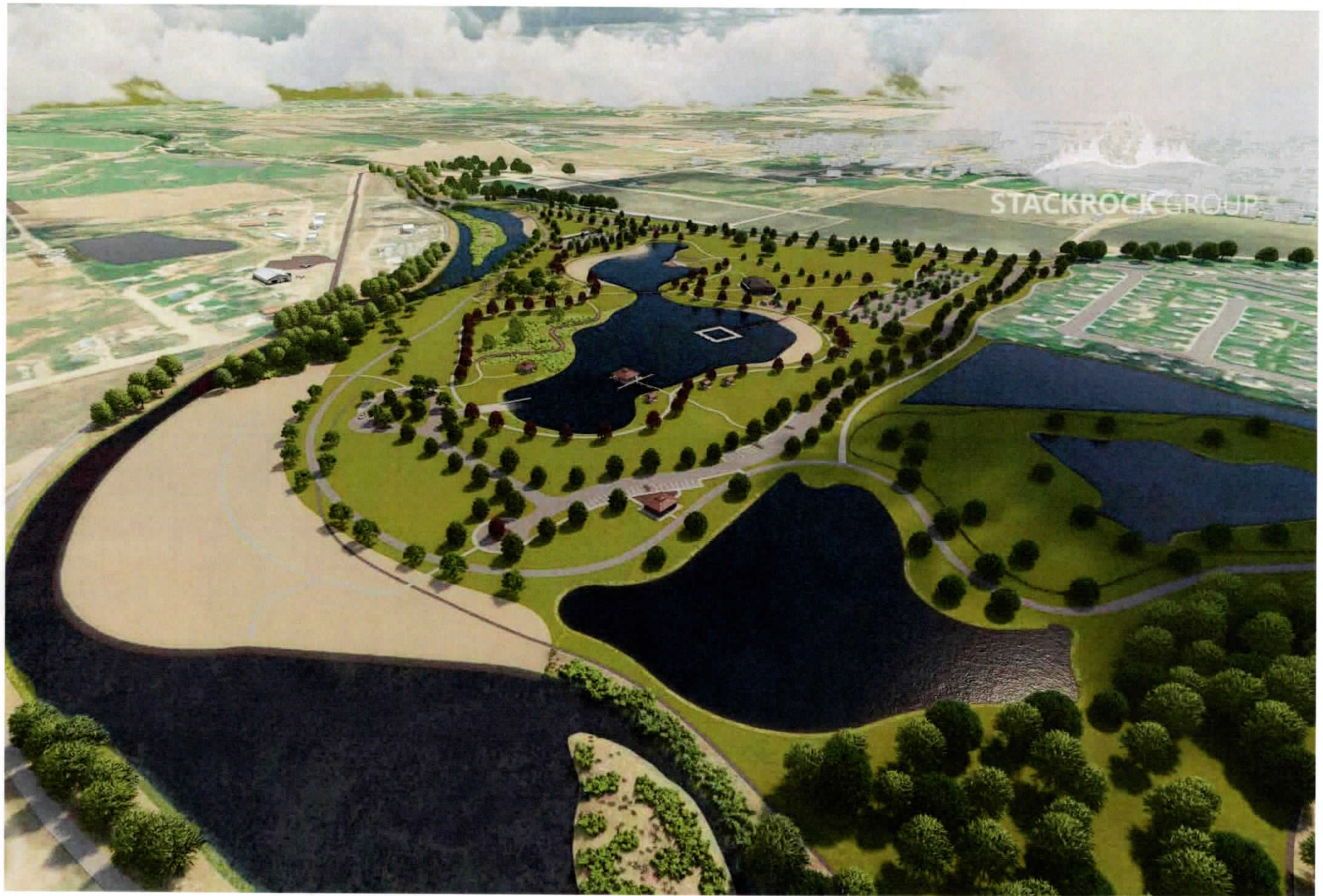




RIVER WALK PARK OPTION B







RIVER WALK PARK





LIVE/WORK  
DEVELOPMENT

STEP DOWN AMPHITHEATER

MILL SLOUGH

PEDESTRIAN  
BRIDGE

PICNIC  
SHELTERS AND  
PLAYGROUND

WATER FEATURE AND BRIDGES

COMMERCIAL / COMMUNITY

EVENT SPACE

CRANE CREEK PLAZA





## RIVER WALK MASTER PLAN

### RIVER WALK POND



BEACH AMENITIES



DOCK FISHING



SHORE FISHING



BEACHES



SWIM DOCK



WATER ACCESS



PADDLEBOARDING



EVENT DOCK



WATER AMPHITHEATER



WETLAND BOARDWALK



OVERLOOK



MULTI-USE

### RIVER WALK PARK



SHUFFLEBOARD / HORSESHOE / CORNHOLE



ROCK CLIMBING



EQUESTRIAN AMENITY



PICKLEBALL



DOG PARK



PLAYGROUND



RIVER ACCESS



MULTI-USE COURTS



BIKE PATH



PICNIC AREAS



VERSATILE SEATING



SPLASH PAD



## RIVER WALK MASTER PLAN

### RIVER WALK EVENTS



RIVER WAVE



SUMMER FLOATS



CARNIVAL



ICE SKATING



DANCE PARTY



SUMMER FESTIVAL



WINTER FESTIVAL



POP UP EVENTS



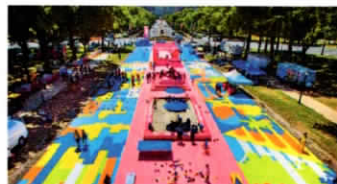
RODEO



SPORTS EVENTS



CONCERTS



ART WALK

### CRANE CREEK PLAZA



FERRIS WHEEL MONUMENT



WATER FEATURES



AMPHITHEATER



SKY RIDE



OUTDOOR GATHERING



OUTDOOR WORKSPACES



GAMES



NIGHT WAYFINDING



MIXED USE PLAZA



WINTER AMENITY



ART



GREEN SPACE



# RIVER WALK MASTER PLAN

## COMMERCIAL



OUTDOOR OFFICE



RESTAURANTS



NEIGHBORHOOD MARKET



PATIOS



CRAFT STUDIOS



THEATER



SIGNAGE



SMALL SHOPS



RIVER SIDE DINING



INDOOR OUTDOOR WORKSPACE



COFFEE SHOPS



KIOSKS

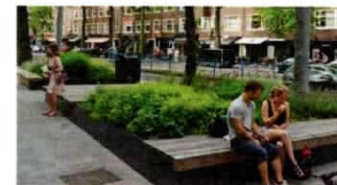
## MIXED USE



EATERY



GREENHOUSE



TOWN CENTER



CAMPUS / LIBRARY



KIOSKS



OFFICE PLAZA



TOWNHOMES



MIXED USE



LIVE WORK



PUBLIC SPACE



CLUBHOUSE



PARKLETS



## RIVER WALK MASTER PLAN

### TRAILS / GREENBELT



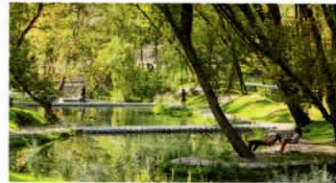
PAVED BIKEWAYS



EQUESTRIAN TRAILS



LIGHTING



RIVER ACCESS



BIKE AMENITIES



PICNIC AREAS



TRAIL MARKER WAYFINDING



BEACHES AND DOCKS



VIEWING AREAS



BRIDGES



BOARDWALKS AND BENCHES



PIERS

### NEIGHBORHOOD CONNECTIONS



OUTDOOR GYM



PLAY AREAS



ART GATEWAYS



HAMMOCKS



POOL



DOG AMENITIES



BENCHES



RIVER ACCESS



COMMUNITY GARDEN



EDUCATIONAL OPPORTUNITIES



NATURE PLAY



SPLASH PAD



August 12, 2022

Becky Crofts  
City Administrator  
City of Middleton (COM)  
1103 West Main Street  
Middleton Idaho, ID 83644

**Subject: SCOPE OF WORK AND BUDGET**  
**SH-44, CITY OF MIDDLETON TRAFFIC STUDY**  
Project Number: 22011

Dear Becky:

Thank you for the opportunity to submit this scope of work to conduct a traffic study of the proposed traffic signals on SH-44 in Middleton, Idaho between Emmett Rd and Duff Lane. Six intersections will be evaluated with this study at the following locations on SH-44:

- Emmett Rd
- Hartley Lane (signal to be constructed in near future)
- Cemetery Rd
- Hawthorne Dr
- Future Middleton Rd (assumed future signalized)
- Duff Lane

The study will evaluate the existing 2025 and 2035 design years, based on the traffic counts in connection with the COMPASS 2050 model.

#### **ASSUMPTIONS**

The following assumptions are included in the scope of work:

- Improvements to remain in existing R/W except for minor improvements at intersections for turn lanes, signal pole placement and ADA
- Design year of 2035 (10-year design life)
- Study area approximately 3-miles, Emmett Rd to Duff Lane
- SH-44 will not be widened to 5 lanes as part of this analysis
- Traffic counts will not be conducted until school is back in session
- COMPASS to provide 2035 forecasted traffic based on the 2050 model
- It is assumed that the COMPASS model will include surrounding development traffic, and will not be analyzed as part of this study
- AM and PM peak hour intersection traffic counts will be conducted on two weekdays
- 24 hour counts on all approaches for two consecutive days (48 hours)
- PTV Vistro and Vissim will be utilized for the intersection and segment travel time analysis
- It is assumed the local side streets that are to remain stop controlled will not be evaluated in this study, as it assumed they will not directly impact the travel times of SH44
- Four meetings with the City of Middleton and/or ITD is included.
- Any additional work requested by the City of Middleton or ITD upon review of the draft traffic study report will be billed at our standard labor rates.
- This scope does not include support to apply for an ITD encroachment permit.



### EVALUATION SCENARIOS

The project evaluation will consist of two scenarios:

Scenario 1 (Intersection analysis and segment travel time analysis)

- Study will be limited to analyzing operations at the six intersections and SH44
- Traffic signal warrant analysis will be performed for four of the six non-signalized intersections

Scenario 2 (Operational Evaluation of Access Management in downtown Middleton)

- Limited to SH-44 between Hartley Ln and Future Middleton Rd
- Access control assumed to be center median with u-turns allowed at signalized intersections
- It is assumed the configuration determined in Scenario 1 would be utilized to evaluate the access management for this scenario.

### KEY TASK

- Perform signal warrant analysis to determine if the non-signalized intersections warrant a signal.
- Evaluate operational impacts at study intersections with and without the additional traffic signals for the existing 2025 and 2035
- Evaluate operational impacts to the SH44 corridor, operations based on travel times with and without the additional traffic signals
- Evaluate impact of access control on the above intersection and corridor operations (travel times) with traffic signals

### DELIVERABLES

A draft report will be submitted to the City of Middleton for review and comment prior to submitting to ITD and comments will be addressed. After ITD review, a signed and sealed copy of the report will be submitted to the City of Middleton and ITD.

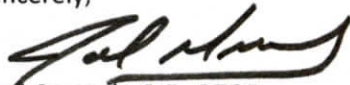
### SCHEDULE

The following are the anticipated project Milestones.

Notice to Proceed	Assumed August 18, 2022
Receive Traffic Counts	September 23, 2022
Draft traffic study	November 4, 2022
City Review	November 18, 2022
ITD Review	December 16, 2022
Final Submittal	January 27, 2023

Thanks again for the opportunity to submit this scope of work.

Sincerely,



Joel Grounds, P.E., PTOE  
Principal Engineer

**MAN-HOUR ESTIMATE**  
**SH-44, CITY OF MIDDLETON TRAFFIC STUDY**  
**PROJECT NO. 22011**  
**August 16, 2022**

		HOURS Principal Eng	HOURS Project Eng	TOTAL HOURS
<b>TASK 1</b>	<b>PROJECT MANAGEMENT</b>			
	1.1 Project Coordination	50		50
	1.2 Prepare Monthly Invoices	5		5
	<b>TASK 1 HOURS</b>	<b>55.0</b>	<b>0.0</b>	<b>55.0</b>
<b>TASK 2</b>				
	2.1 Compile COMPASS and L2 Traffic Data	2	8	10
	<b>TASK 2 HOURS</b>	<b>2.0</b>	<b>8.0</b>	<b>10.0</b>
<b>TASK 3</b>	<b>CONDUCT TRAFFIC ANALYSIS (6 INTERSECTION - 2 SCENARIOS)</b>			
	3.1 SH44 (Existing 2025 and 2035) Phase 1			
	Conduct Warrant Analysis	8	32	40
	Setup Vistro and Vissim Model	4	24	28
	Existing Stop Condition	12	48	60
	2025 Configuration	6	32	38
	2035 Configuration	6	32	38
	3.2 SH44 (Existing 2025 and 2035) Phase 2			
	Revise Vistro and Vissim Model	4	24	28
	2025 Configuration Redistribute Traffic and Remodel	16	40	56
	2035 Configuration Redistribute Traffic and Remodel	12	32	44
	3.4 Prepared Draft Report	16	48	64
	3.5 Revise Based on City Comments	4	24	28
	3.7 Prepare Final Traffic Memo	6	32	38
	<b>TASK 3 HOURS</b>	<b>94.0</b>	<b>368.0</b>	<b>462.0</b>
<b>TASK 4</b>	<b>STAKEHOLDERS MEETINGS</b>			
	4.1 Attend Meetings	8	8	16
	4.2 Prepare Meeting Minutes	2	4	6
	<b>TASK 4 HOURS</b>	<b>10.0</b>	<b>12.0</b>	<b>22.0</b>
<b>TOTAL HOURS</b>		<b>161.0</b>	<b>388.0</b>	<b>549.0</b>

<b>BUDGET</b>		
	<b>HOURLY RATE</b>	<b>TOTAL COST</b>
<b>LABOR</b>		
Principal Engineer	\$160.00	\$ 25,760.00
Professional Engineer	\$140.00	\$ 54,320.00
<b>TOTAL LABOR</b>		<b>\$ 80,080.00</b>
<b>SUBCONSULTANT</b>		
L2 Data Collection (Intersection Counts) Estimated \$1600/Intersection		
Cost to be revised based on actual cost estimate from L2Data		\$ 12,800.00
<b>TOTAL SUBCONSULTANT</b>		<b>\$ 12,800.00</b>
<b>TOTAL BUDGET</b>		<b>\$ 92,880.00</b>

August 16, 2022

**TRAFFIC DATA COLLECTION SERVICES FOR  
Precision Engineering  
Scope of Services and Cost Proposal**

L2 Data Collection is pleased to submit this proposal to provide traffic data collection services in Middleton, ID.

**1. Data Collection: Intersection Turning Movement**

Type: Vehicle Volume & Direction

Time: 7:30-9:30 AM and 3:30-5:30 PM

Classification: Yes

Day: Two Weekdays (non-holiday)

Locations:

SH-44 & Emmett Road

SH-44 & Hartley Lane

SH-44 & Cemetery Road

SH-44 & Hawthorne Drive

SH-44 & South Middleton Road

SH-44 & North Middleton Road

SH-44 & Duff Lane

**2. Data Collection: Machine Tube Count**

Type: Vehicle Volume & Direction

Classification: Yes

Duration: 48-hour

Day Weekday (non-holiday)

Location(s):

SH-44 west of Emmett Rd

Emmett Rd north of SH-44

SH-44 between Emmett Rd & Hartley Ln

Hartley Ln north of SH-44

Hartley Ln south of SH-44

SH-44 between Hartley Ln & Cemetery Rd

Cemetery Rd north of SH-44

Cemetery Rd south of SH-44

SH-44 between Cemetery Rd & Middleton Middle School

SH-44 between Middleton Middle School & Hawthorne Dr

Hawthorne Dr north of SH-44

Hawthorne Dr south of SH-44

SH-44 between Hawthorne Dr & South Middleton Rd

South Middleton Rd south of SH-44

SH-44 between South Middleton Rd & North Middleton Rd

North Middleton Rd north of SH-44

North Middleton Rd south of SH-44

SH-44 between North Middleton Rd & Marjorie Ave

SH-44 between Greenlinks Ave & Duff Ln

Duff Ln north of SH-44

Duff Ln south of SH-44

SH-44 east of Duff Ln

**3. Deliverables**

The Traffic Data Report will be delivered no later than 5 days after the on-site data collection is completed.

**4. Contract and Payment Terms**

Payment terms for the services listed above are net 60 days. Client will notify L2DC, prior to authorizing work, if terms are pay-when-paid.

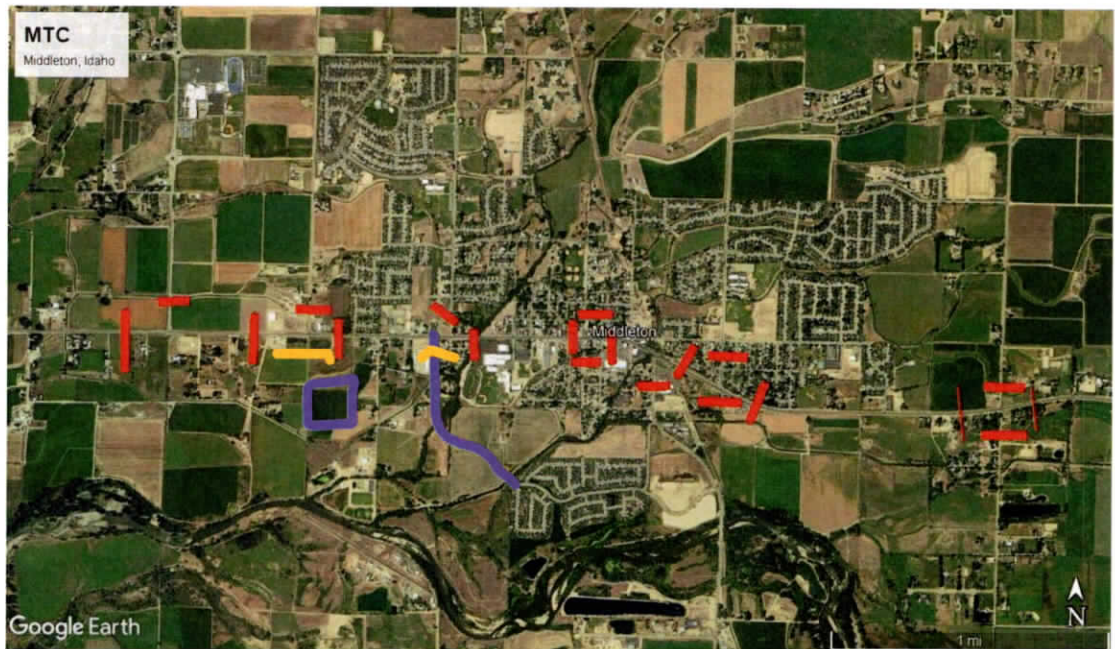
**5. Cost Proposal**

The total lump-sum cost for the services listed above is \$12,800.00, including travel time, mileage, lodging, data collection and data processing.



# L2 Data Collection

*and GPS Fleet Management Solutions*







August 3<sup>rd</sup>, 2022

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

RE: Engineering Professional Services Agreement (PSA)  
Land Surveying Services  
Urban Renewal Surveying Support

Dear Mr. VanGilder,

Ackerman-Estvold (A-E) is pleased to present this proposal for Surveying Services to support the creation of two Urban Renewal Districts (URD) in Middleton, ID.

We understand the project scope includes the creation of an easterly URD and a westerly URD. Within the overall project objective, A-E's scope of services would include performing a filed survey and preparation of a legal description along with the supporting exhibit meeting the requirements of IDAPA 35.01.02.225. We understand one of the key drivers of this project is timing with and expected project delivery date of September 1<sup>st</sup>, 2022

In order to provide a complete view of the scope and fee schedule, we have provided two options for review. The first option would be to complete each of the URDs on separate non-overlapping or sequential timelines. The second option would be to complete both of the URDs in parallel with each other at the same time and provide the deliverable documents for both on September 1<sup>st</sup>. Due to the lack of efficiency, overlapping scope, and additional travel and time for field work, option one is less cost effective than option two.

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

#### **OPTION 1**

<b>Scope</b>	<b>Initial Submittal Schedule</b>	<b>Budget</b>
Field Survey, Legal Description and Exhibits – Easterly District	September 1, 2022	\$19,850
Field Survey, Legal Description and Exhibits – Westerly District	To Be Determined	\$19,850
<b>Total Proposed Scope-of-Services</b>		<b>\$39,700</b>

**OPTION 2**

<b>Scope</b>	<b>Initial Submittal Schedule</b>	<b>Budget</b>
Field Survey, Legal Description and Exhibits – Easterly & Westerly District	September 1, 2022	\$33,275
<b>Total Proposed Scope-of-Services</b>		<b>\$33,275</b>

The outlined scope and proposed fee schedule include all expected Land Surveying Services as required by local, state, and federal agencies governing the project within their jurisdiction. A-E will utilize existing plat documentation as filed and recorded to develop the boundaries. Development of new plats, platting of unplatted property, and or recovery and refiling of unavailable property documentation is not included in this proposal for service. A-E does not warrant nor guarantee approval by any reviewer or agency for items out of its control. Agency submittals, filings, review fees, and similar are not included with the proposed fee schedule and will be invoiced at cost in addition to the quoted amount. Any additional services can be accommodated at standard hourly rates if requested. An additional proposal for services would be provided at the time of the request.

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

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

Best Regards,

ACKERMAN-ESTVOLD



Steve Eberle  
Vice President, COO







Stellar Consulting Inc.

May 2022

Becky L. Crofts  
City Administrator  
City of Middleton  
1103 West Main Street  
Middleton, ID 83644

**Re: General GIS Services and Support.**

Dear: Mrs. Crofts

Stellar Consulting LLC. is pleased to present this fee statement and agreement for general GIS support to the City of Middleton. This agreement has been prepared in response to a verbal request on May 23, 2022. Stellar Consulting will not be teaming or sub-contracting with any other entity on agreed upon work or services presented herein unless receiving written approval from the City of Middleton.

**SERVICES AND SUPPORT AGREEMENT**

The City of Middleton has requested a billing rate and agreement from Stellar Consulting LLC to provide on-call ad hoc GIS services related to the City of Middleton's East Planning Area. Stellar Consulting will support general GIS, graphics, web GIS, database, or other requested services. Stellar Consulting reserves the right to refuse services requested that are beyond the scope of this agreement.

**FEE ESTIMATE**

The work will be conducted on a time and materials basis:

The Stellar Consulting LLC. billing rate for this agreement is \$150.00/hr.  
**(Not exceed \$5,000.00)**

This signed Agreement constitutes a notice to proceed, represents the entire agreement between the parties, supersedes all prior agreements and understandings, and may be changed only by written amendment executed by both parties.

Approved by City of Middleton:

By \_\_\_\_\_

Date \_\_\_\_\_

Approved by Stellar Consulting LLC

By Chris Watson

Date August 11, 2022



AMENDED AND RESTATED

**LEASE AGREEMENT**

**THIS AMENDED AND RESTATED LEASE AGREEMENT** (the "**Agreement**") is made and entered into this **29<sup>th</sup> day of July, 2022**, between The City of Middleton, an Idaho municipality, ("**Lessor**"), and Knife River Corporation - Mountain West, a Delaware corporation, ("**Lessee**"). Lessor and Lessee may be referred to herein, individually, as a "**Party**", or, collectively, as the "**Parties**".

**RECITALS**

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

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

C. WHEREAS, the Parties previously entered into that certain Lease Agreement on the 14<sup>th</sup> day of April, 2021, which agreement was recorded in the office of the Canyon County Recorder as Instrument No. 2021-027369; and,

D. WHEREAS, the Parties have determined that certain amendments should be made thereto; and,

E. WHEREAS, the Parties prefer the execution of an amended and restated agreement as the method of memorializing said changes; and,

F. WHEREAS, the changes contemplated by the parties address the length of time for the agreement between them, an amendment to the method by which the Lessor is compensated for the gravel and fill space being purchased by Lessee, and other associated changes; and,

G. WHEREAS, the Parties intend this Amended and Restated Lease Agreement to void and replace the prior agreement between them.

NOW, THEREFORE, the parties agree as follows:

1. Effective Date: This Agreement shall be effective on the date first set forth above.
2. Premises: This Agreement shall cover the Premises. Lessor warrants that Lessor has title to the Premises and the rock, sand, granite, limestone, basalt, traprock, stone, and gravel and any other materials (collectively the "**Materials**"), free of any encumbrances that affect the rights and interests of the Lessee under this Agreement, and Lessor does hereby lease the Premises to Lessee. Lessee shall have the exclusive right to mine and extract Materials, transport and stockpile on, over and across the Premises Materials mined on the Premises. Lessor has title to the Premises and

the right to deposit clean fill, inert materials, and similar material at the Premises (“**Clean Fill**”). Lessee shall have the exclusive right to deposit Clean Fill at the Premises.

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

4. **Term:** The initial five (5) year term of this Agreement shall commence as of the Effective Date and shall terminate on **December 31st, 2027**.

5. **Extension:** If Lessee is not in default in the performance of this Agreement and has not recovered the Base Recovery Amount and Prepaid Royalty under Sections 12 and 13 below, Lessee shall have the exclusive right and option to extend this Agreement for additional periods of two (2) years each, to wit: If Lessee elects to exercise an option to extend, it should do so not less than forty-five (45) days prior to the commencement date of the option being exercised. Notice of exercise of this extension option shall be given in writing by Lessee to Lessor. After the Recovery Amount and Prepaid Royalty have been recovered, extensions of this Agreement shall be at the sole discretion of Lessor.

6. **Removal of Materials; Deposit of Fill:** Immediately upon the Effective Date, Lessee shall have the sole and exclusive right to enter upon the Premises for the purpose of exploring for, developing, excavating, processing, stockpiling, quarrying, removing 100% of excavated Materials, and selling Materials during the contract term. Lessee shall have the sole and exclusive right to enter upon the Premises for the purpose of depositing Clean Fill. Lessor may enter the Premises for any reason at any time as long as said entry does not unreasonably interfere with Lessee's operations. On or about the 15<sup>th</sup> day of each month, Lessee shall provide written monthly updates on the then-current progress and status of all material removal and fill deposits at the Premises. Updates shall include a monthly summary and cumulative total of all Materials removed and all Clean Fill placed, in units agreed upon by Lessor. Lessor shall have the right to control the phasing of which areas of the Premises are mined and which areas are filled with clean fill.

7. **Erection of Plant and Facilities:** Lessee shall have the sole and exclusive right to erect and operate portable plants on the Premises which may be necessary or convenient for the mining, manufacturing, processing or removal of Materials. Lessee shall be responsible for obtaining any



permits necessary to erect and operate such plants or facilities upon the Premises and Lessor shall reasonably cooperate with such applications at no cost to Lessor, except any building permit fees or other third-party fees that may be required.

8. Noise, Odor, Light, Vibration, Dust: Lessee shall comply with all Middleton City Code requirements regarding noise, odor, light, dust, vibration and other nuisances in effect during the term of this Agreement. Lessee shall comply with all regulatory signage including vehicle speeds, and use of air brakes.

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

10. Stockpile Areas: Lessee shall have the sole and exclusive right to stockpile on the Premises the Materials manufactured or processed on the Premises. Upon the termination of this Agreement, Lessee shall have six (6) months following termination to remove stockpiled Materials.

11. Royalty: Lessee agrees to pay Lessor as rental and royalty for the Materials removed from the Premises at two dollars and thirty-six cents (\$2.36) per ton as measured by certified scales installed at Lessee's expense for the current lease term and all subsequent terms. Lessee agrees to pay Lessor as dump fee for any Clean Fill deposited at the Premises at one dollar (\$1.00) per ton as measured by certified scales installed as Lessee's expense for the current lease term and all subsequent terms. The foregoing rentals/royalty/dump fees shall be referred to as the **"Royalty/Dump Fee."** After the first two years of this Agreement, Lessor shall have the option to renegotiate the royalty/dump fee, and the parties each agree to renegotiate in good faith based on then-current market conditions. The Lessor may initiate subsequent renegotiations, but not at a rate exceeding once per-year. Current certification of the scales used as the Premises shall be provided to Lessor within twenty-four (24) hours of request.

12. Prepaid Royalty: Lessee paid Lessor a Prepaid Royalty ("**Prepaid Royalty**") upon Effective Date of the original lease agreement a sum in the amount of Four Hundred Thousand Dollars (\$400,000.00), **the Prepaid Royalty has been exhausted as of the Effective Date of this agreement.**

12.1 Lessee agrees to sell Materials to Lessor at market (published) prices.

12.2 Lessee agrees to allow Clean Fill deposits to Lessor at no cost.

Roundabout Construction: Lessee has opted to construct certain roadway improvements at Lessee's initial expense as an additional, alternative method of payment of Royalties/Dump Fees. Lessee shall construct the roundabout (the **"Roundabout"**) depicted in the Sawtooth Roundabout construction documents, plans, and specifications attached hereto as Exhibit C (the **"Plans"**). Lessee shall be credited with the actual cost of said construction, along with financing costs and bonding costs associated therewith. The final amount credited to Lessee under this section shall be agreed to by the Parties, in writing, and shall be known as the **"Base Recovery Amount"**. Lessee's right to recover the Base Recovery Amount shall perfect as when construction work has begun or

cost towards the construction work are incurred (whichever comes first). An agreeable tracking and reconciliation process will be adhered to which keeps track of materials going out of the pit as well as roundabout work completed by the Lessee. In the event the construction of the Roundabout is delayed, cancelled, or otherwise stalled due to circumstances beyond Lessee's control for a period of sixty (60) days or more, Lessor shall compensate Lessee, by an increase in the Base Recovery Amount, for direct costs incurred by Lessee pertaining to the construction of the Roundabout through the date of notification of any delay or cancellation by Lessor or as a result of any other circumstance beyond Lessee's control.

The parties estimate for the cost of construction and financing is attached hereto as Exhibit D. Lessor has already prepared the Plans attached hereto as Exhibit C, and Lessor shall be responsible for said Plans and their contents. Lessee shall construct the roadway improvements so that the same strictly conform to the Plans and with all applicable federal, state, and local laws, rules, regulations, and standards, including the Idaho Standards for Public Works Construction, and Middleton Supplement to the ISPCW. Lessor shall provide Lessee with access to the City Engineer for any questions that arise related to the Plans, said questions to be submitted as Requests for Information (RFI). References in this Agreement to the Plans shall include the Idaho Standards for Public Works Construction.

- 12.1. Bonding. If Lessee chooses to construct the Roundabout, Lessee shall first obtain a performance bond and warranty bond, to the reasonable satisfaction of Lessor.
- 12.2. Resident Project Representative. The Lessor shall provide or obtain the services of a qualified engineer to act as the Resident Project Representative for the construction of the Roundabout. Lessee and Lessor acknowledge the Resident Project Representative shall have those duties and authorities set forth in Exhibit E.
- 12.3. Determining Actual Costs for Base Recovery Amount. Prior to construction of the Roundabout, Lessee shall provide an itemized proposal of all costs associated with said construction, including all financing and bonding costs. Lessee shall use a schedule of costs provided by Lessor and include as separate amounts all financing and bonding costs. Lessee shall use reasonable fair market values that would be applicable in arms-length transactions in determining the appropriate costs to include in said estimate. Lessor shall review said estimate in a timely manner and shall either approve or reject said proposal. If said estimate is approved, Lessee shall proceed with construction. Said approval shall be provided in writing.
- 12.4. Timing. The construction of the Roundabout shall be completed within 150 days of the issuance of a written notice to proceed. The final day of the foregoing period shall be known as the "**Completion Date**." The Lessee acknowledges that the Lessor will suffer irreparable harm by delays in the construction of the Roundabout and that actual damages would be difficult to calculate. Lessee, therefore, agrees to pay to Lessor liquidated damages in the amount of five hundred dollars (\$500) per day for each day the Roundabout is not completed following the Completion Date. Lessee and Lessor waive any right to claim that the foregoing amount is miscalculated or unreasonable.

Lessor agrees that utility relocation, permitting, or design delays associated with the project are not the responsibility of the Lessee and will be considered compensable delays for time and cost as deemed appropriate, and costs associated therewith will be added to the Base Recovery Amount.

- 12.5. Traffic Control. Lessee shall coordinate all traffic control activities necessary during the construction of the Roundabout. Lessor shall provide Lessee with a traffic control plan, with which Lessee shall comply.
- 12.6. Change Orders. Lessee and Lessor acknowledge that written agreements increasing or decreasing the total Base Recovery Amount may be necessitated by unknown conditions and changes in the conditions impacting construction of the Roundabout (“**Change Orders**”). Any such change orders shall not be effective unless made in writing. Lessor and Lessee acknowledge that change orders not materially changing the scope of the project, nor necessarily forcing Lessee to terminate the project for cost or impossibility, are within the reasonably foreseeable scope of the work necessary to construct the Roundabout and such change orders shall not be grounds for a modification of the general terms of this Agreement. Change orders agreed to in writing shall also modify the Base Recovery Amount by increasing or decreasing said amount in the exact sums added or removed from the cost of construction by the execution of said Change Orders.
- 12.7. Lessee Responsibilities for Means and Methods. Lessor shall not have the responsibility to supervise, direct, or have control over the work related to the Construction of the Roundabout, nor shall Lessor have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Lessee, for security or safety at the construction site, for safety precautions and programs incident to the work, for the coordination of the Lessee’s work or schedules, or for any failure of Lessee to comply with Laws and Regulations applicable to the performing and furnishing of its work.
- 12.8. Dedication. At the completion of construction, or upon the termination of this Lease, whichever occurs first, Lessee shall take all necessary steps to dedicate the Roundabout to the Lessor. Dedication shall be made within thirty (30) days of the completion of the Roundabout. Lessor shall accept dedication thereof if the Roundabout is constructed in a manner compliant with the Plans and this Agreement.
- 12.9. Warranty; Workmanlike Manner of Construction. Lessee shall complete the construction of the Roundabout in a workmanlike manner. Lessee shall warrant the work done by Lessee and its contractors and subcontractors for a period of one (1) year following the day on which the Roundabout is dedicated to the Lessor.
- 12.10. Compliance with All Laws. Lessee shall comply with any and all federal, state, and local laws applicable to the construction of the Roundabout.

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

14. Payment of Taxes and Assessments: Lessor shall pay all real property taxes and assessments on the Premises. Lessor shall provide Lessee with evidence of the payment of such taxes each year. Lessee shall pay all personal property taxes on equipment placed or used on the Premises. Lessee shall be responsible for and pay any taxes imposed by a governmental authority on the removal and/or processing of the Materials; provided, however, that Lessor shall be responsible for all state, federal and local income taxes or similar taxes payable on the royalties received by Lessor hereunder. Lessee shall be responsible for any and all assessment by irrigation districts, water companies, drainage districts, flood control districts, or others for the life of the lease.

15. Removal of Equipment; Grading: All equipment and personal property placed upon the Premises during the term of this Agreement by Lessee shall remain the property of Lessee. Such equipment and personal property shall be removed by Lessee within six months of expiration of this Agreement. Additionally, at the termination of this Agreement, Lessee shall grade and compact the Premises to such elevations and compactions as shall be prescribed by Lessor. Lessor shall provide a grading/reclamation plan which shall set forth the requirements for the foregoing activities for the Premises to Lessee within sixty (60) days of the termination of this Agreement, and Lessee's shall accomplish said grading within six (6) months of the termination of this Agreement.

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

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

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

If Lessee terminates this agreement for convenience or without cause no additional Prepaid Royalty or Base Recovery shall be due to Lessee, and the balance thereupon shall be zeroed out and considered paid-in-full.

17. Lessor's Right to Terminate: In addition to the other remedies set forth herein, Lessor reserves the right to terminate this Agreement if Lessee breaches any of its obligations under this lease and fails to cure the default upon thirty (30) days written notice to Lessee, however, if the



Base Recovery and Prepaid Royalty have not been fully repaid, Lessor shall not terminate this Agreement, except pursuant to the process set forth below:

- 17.1. If Lessee breaches any of its obligations under this lease which frustrate the purpose of this Lease as a whole, Lessor shall notify Lessee in writing.
- 17.2. If Lessee fails to cure said default within thirty (30) days, Lessor shall provide Lessee with a subsequent notice setting forth the materiality of said breach and/or the facts which cause said breach to frustrate the purpose of this Agreement as a whole.
- 17.3. Lessee shall respond within thirty (30) days, setting forth (a) the Lessee's plan to remedy said breach as quickly as reasonably practicable, and/or (b) the Lessee's position and assessment of the facts underlying the asserted default, and Lessee's explanation for why said facts either (i) do not constitute a breach of this Lease, or (ii) why said facts do not constitute a material breach of this lease or a frustration of the purpose of this Lease as a whole.
- 17.4. Lessor shall notify Lessee within fourteen (14) days as to whether Lessee's plan/explanation is satisfactory to Lessor.
- 17.5. In the event Lessor determines that Lessee's plan/explanation is unsatisfactory, Lessor and Lessee agree to submit their dispute to a mediator, mutually agreed upon by the parties, which mediator shall be located within Canyon County, or Ada County, State of Idaho. In the event the parties cannot agree to a mediator, each party may engage their own mediator, which two mediators shall attempt to mediate the dispute jointly.
- 17.6. The parties shall participate in good faith in the mediation and attempt to resolve the dispute between them.
- 17.7. Each party shall bear one half (1/2) of the cost of the mediator(s), and each party shall bear all of its own costs, fees, and expenses related to said mediation.
- 17.8. In the event the parties fail to resolve the dispute between them in mediation, either party may file an action in District Court in the Third Judicial District in and for Canyon County, State of Idaho, seeking a declaratory judgment as to whether Lessee's actions constitute a material breach of this Agreement and/or whether Lessee's actions frustrate the underlying purpose of this Agreement as a whole.
- 17.9. In the event a court of competent jurisdiction finds that Lessee's actions frustrate the underlying purpose of this Agreement as a whole, **such that the stated purposes of this agreement are not being achieved**, Lessor may terminate this Agreement based thereon, said court will also determine monetary damages payable to Lessor or Lessee.

18. Covenants of Lessee: Lessee shall:

- 18.1. Conduct all of its activities under this Agreement and reclaim the Premises in accordance with all federal and state laws, rules, regulations, and in accordance with any applicable permits.
- 18.2. Maintain general liability insurance in the amount of \$2,000,000.00. Lessor shall be named as an additional insured upon such policy of insurance and shall, upon request of Lessor, be furnished either with a certificate showing that such insurance is in force and effect.

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

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

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

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

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

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

20. Assignment and Sublease: Except as otherwise provided herein, no part of the Premises or the rights granted Lessee hereunder may be assigned, mortgaged, or subleased, nor may a right to

use any portion of the Premises or any other benefits be offered on any third person, without the prior written consent of Lessor.

21. Right of First Refusal: Unless otherwise prohibited by law, Lessor irrevocably grants to Lessee the right of first refusal to lease any other aggregate sources offered by Lessor for an amount equal to any bonafide written offer tendered to Lessor by any third party during the term of this Agreement.

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

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

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

25. No Penalty for Early Repayment: Lessor reserves the right to pay Lessee at any time, and in any amount, money for the purpose of decreasing the remaining amounts of the Prepaid Royalty and Base Recovery Amount, as they may exist from time to time. Lessee shall accept said payments and shall credit Lessor in the amount of such payments in Lessee's accounting of the foregoing balances.

26. No Interest Accruing: The Parties acknowledge that all interest and financing costs for any improvements constructed or prepayments made by Lessee have been adjusted for in determining the principal amounts of said sums, and the Parties acknowledge that no interest shall accrue on the Prepaid Royalty or Base Recovery Amount.

27. No Joint Venture; Liability: The Parties do not intend to create any new entity, joint venture, employee/employer relationship, or any other similar relationship. The parties hereto are independent entities. As such, each entity shall be responsible for the acts and omissions of its own

employees, agents, officers, contractors, invitees, customers, and any other similar individuals or entities.

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

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

**Lessor:** City of Middleton  
1103 W Main Street  
Middleton, Idaho

*with a copy sent to:*

ATTN: City of Middleton  
Hamilton, Michaelson & Hilty, LLP  
1303 12<sup>th</sup> Ave. Rd.  
Nampa, ID 83686

**Lessee:** Knife River Corporation – Mountain West  
5450 W. Gowen Road  
Boise, Idaho 83709  
Attn: Josh Smith

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

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

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







## **EXHIBIT E**

### **Duties, Responsibilities, and Limitations of Authority of Resident Project Representative**

A. Lessor shall furnish a Resident Project Representative (the “**RPR**”) to assist Lessor in observing progress and quality of the construction of the Roundabout (the “**Work**”). The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Lessor’s representative, will act as directed by and under the supervision of Lessor, and will confer with Lessor regarding RPR’s actions.

B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Lessor shall endeavor to provide further protection against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Lessee (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Lessee, for security or safety at the construction site, for safety precautions and programs incident to the Work or any Lessee’s work in progress, for the coordination of the Lessee’s work or schedules, or for any failure of Lessee to comply with Laws and Regulations applicable to the performing and furnishing of its work.

C. The duties and responsibilities of the RPR are as follows:

1. General: RPR’s dealings in matters pertaining to the Work in general shall be with Lessor and Lessee. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of Lessee.
2. Schedules: Review the progress schedule, schedule of shop drawing and sample submittals, schedule of values, and other schedules prepared by Lessee and consult with Lessor concerning acceptability of such schedules.
3. Conferences and Meetings: Attend meetings with Lessee, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings (but not including Lessee’s safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
4. Safety Compliance: Comply with site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR’s own personal safety while at the site.
5. Liaison:
  - a. Serve as Lessor’s liaison with Contractor. Working principally through Contractor’s authorized representative or designee, assist in providing information regarding the provisions and intent of the Plans.
  - b. Assist in obtaining from Lessor additional details or information, when required for proper execution of the Work.
6. Clarifications and Interpretations: Receive from Lessee submittal of any matters in question concerning the requirements of the Plans (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the construction documents. Report to Lessor regarding such RFIs.

Report to Lessor when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Lessor's clarifications, interpretations, and decisions to Lessee.

7. Shop Drawings and Samples: Advise Lessee and Lessor of the commencement of any portion of the Work requiring a shop drawing or Sample submittal.
8. Proposed Modifications: Consider and evaluate Lessee's suggestions for modifications to the Plans, and report such suggestions, together with RPR's recommendations, if any, to Lessee.
9. Review of Work; Defective Work:
  - a. Report to Lessee whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Plans, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Plans.
  - b. Inform Lessee of any Work that RPR believes is not defective under the terms and standards set forth in the Plans, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Lessor for addressing such Work; and
  - c. Advise Lessor of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.
10. Inspections, Tests, and System Start-ups:
  - a. Consult with Lessor in advance of scheduled inspections, tests, and systems start-ups.
  - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Lessor's personnel, and that Lessee maintains adequate records thereof.
  - c. Observe, record, and report to Lessor appropriate details relative to the test procedures and systems start-ups.
  - d. Observe whether Lessee has arranged for inspections required by all federal, state and local laws and regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
  - e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Lessor.
11. Records:
  - a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Plan including all change orders, addenda, additional drawings issued subsequent to the execution of the Agreement, RFIs, Lessor's clarifications and interpretations of the Plans, progress reports, approved shop drawing and sample submittals, and other project-related documents.
  - b. Prepare a daily report or keep a diary or log book, recording Lessee's hours on the site, subcontractors present at the site, weather conditions, data relative to questions of change orders or changed conditions, site visitors, deliveries of



equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Lessor.

c. Upon request from Lessor, photograph or video Work in progress or site conditions.

d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all contractors, subcontractors, and major suppliers of materials and equipment.

e. Maintain records for use in preparing project documentation.

f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. Reports:

a. Furnish to Lessor periodic reports as required of progress of the Work and of Lessee's compliance with the progress schedule.

b. Draft and recommend to Lessor proposed Change Orders. Obtain backup material from Lessee.

c. Furnish to Lessor copies of all inspection, test, and system start-up reports.

d. Immediately inform Lessor of the occurrence of any site accidents, emergencies, acts of god endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition.

13. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Plans to be assembled and furnished by Lessee are applicable to the items actually installed and in accordance with the Plans, and have these documents delivered to Lessor for review.

14. Completion:

a. Participate in Lessor's visits to the site regarding completion of the Roundabout and assessment of fitness for dedication to Lessor.

b. Participate in Lessor's visit to the site to determine completion of the Work and prepare a final punch list of items to be completed or corrected by Lessee.

c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Lessor concerning acceptance of the Roundabout.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Plans or substitution of materials or equipment (including "or-equal" items).

2. Undertake any of the responsibilities of Lessee or its contractors, subcontractors, or suppliers.
3. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work.
4. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Lessee or Lessor.
5. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Lessor.

Accept Shop Drawing or Sample submittals from anyone other than Lessee.





## Integrity Inspection Solutions, Inc.

4419 Challenger Way  
Caldwell, ID 83605

Phone (208) 442-4470  
Fax (844) 351-6902

## Invoice

Date	Invoice #
8/3/2022	Y22M8-1214

Account #
22-0615

Bill To
City of Middleton Attn: Daryl PO Box 487 Middleton, ID 83644

Payment Terms	Project
*Net 30	Dist. 2 Borup 30" Irrigation - 7/13-7/29

Service Date	Description	Quantity	Unit Price	Amount
7/29/2022	Hydro Cleaner - Heavy Cleaning (hourly)	51	250.00	12,750.00
	CCTV (minimum hourly)	4	275.00	1,100.00
	Additional equipment & labor	7	950.00	6,650.00
	6" pump & generator	6	1410.00	8,460.00
	Mobilization & fuel surcharge	1	2500.00	2,500.00
			<b>Total</b>	\$31,460.00

**Thank you for your business!**

\*1.50% finance charge on balances over payment terms





## RESOLUTION 473-22

### **A RESOLUTION OF THE MIDDLETON CITY COUNCIL, MIDDLETON, CANYON COUNTY, IDAHO, TO INCREASE CERTAIN EXISTING FEES BY AMOUNTS THAT DO NOT EXCEED FIVE PERCENT (5%) OF THE FEE FROM THE CURRENT FISCAL YEAR AND IMPOSE NEW SERVICE FEES BEGINNING OCTOBER 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 August 17, 2022, the City Council of the City of Middleton, Idaho, held a public meeting properly noticed under Idaho Code, to consider an increase certain existing fees by amounts that do not exceed five percent (5%) of the fee from the current fiscal year and impose sever new service fees beginning October 1, 2022. The fee increases 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:

CONNECTION	FEE	
Sewer Connection*		
5/8" x 3/4" per Equivalent Dwelling Unit (Res 411-18)	<del>\$ 6,364.18</del>	\$6,682.39
1"	<del>\$ 7,931.70</del>	\$8,328.29
1 1/2"	<del>\$ 17,603.25</del>	\$18,483.41
2"	<del>\$ 30,804.90</del>	\$32,345.15
3"	<del>\$ 70,411.95</del>	\$73,932.55
4"	<del>\$ 124,532.10</del>	\$130,758.71

\* Fee is based on water meter size since at least 98% of water discharges through the sewer system.

Water Connection** per Equivalent Dwelling Unit		
5/8" x 3/4" (Res 411-18)	<del>\$ 3,866.99</del>	\$4,060.34
1"	<del>\$ 9,899.40</del>	\$10,394.37
1 1/2"	<del>\$ 22,273.65</del>	\$23,387.33
2"	<del>\$ 39,595.50</del>	\$41,575.28
3"	<del>\$ 89,089.35</del>	\$93,543.82
4"	<del>\$ 158,384.10</del>	\$166,303.31

\*\* Fee is based on "draft", i.e., the pipe diameter area available for flow, and not based on the cost to install the device.

**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 August 17, 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 17<sup>th</sup> day of August 2022.

CITY OF MIDDLETON

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Steven J. Rule, Mayor

ATTEST:

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Dawn M. Goodwin, Deputy Clerk





ORDINANCE NO. 670

AN ORDINANCE OF THE CITY OF MIDDLETON, CANYON, COUNTY, IDAHO, ENTITLED THE “ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, APPROPRIATING \$21,295,629 DEEMED NECESSARY TO DEFRAY ALL EXPENSES AND LIABILITIES OF THE CITY OF MIDDLETON, IDAHO FOR FISCAL YEAR 2023, AND SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SAID APPROPRIATIONS ARE MADE; PROVIDING FOR A WAIVER OF THE READING RULES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 50-1003, Idaho Code, the City of Middleton is required to pass an annual appropriation ordinance prior to the commencement of each fiscal year; and

WHEREAS, pursuant to Section 50-1002, Idaho Code, the City of Middleton has prepared a budget and has tentatively approved estimated revenues and expenditures for the fiscal year commencing October 1, 2022, and ending September 30, 2023; and

WHEREAS, on Wednesday August 17, 2022, pursuant to Section 50-1002, Idaho Code, the City of Middleton held a public hearing for the purpose of considering public comment on services, expenditures and revenues planned for fiscal year 2023.

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

Section 1. That the sums of money, or as much thereof as may be authorized by law, needed, or deemed necessary to defray all expenses and liabilities of the City of Middleton, for the general and special municipal purposes and objective of the City of Middleton, Idaho, be appropriated for the fiscal year commencing October 1, 2022, and ending September 30, 2023.

Section 2. That the summary of monies appropriated pursuant to the budget prepared and approved by the City Council, are as follows:

GENERAL FUND	\$4,559,801
IMPACT FEE FUND	\$2,236,500
LIBRARY FUND	\$ 303,578
SOLID WASTE FUND	\$ 728,197
STORM WATER FUND	\$ 96,000
TRANSPORTATION FUND	\$4,864,044
WASTEWATER FUND	\$6,244,573
WATER FUND	<u>\$2,262,936</u>
<b>TOTAL EXPENDITURES ALL FUNDS</b>	<b>\$21,295,629</b>

Section 3. All ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed.

Section 4. That pursuant to the affirmative vote of the majority of the full Council, the rule requiring two (2) separate readings by title and one (1) reading in full be, and the same is hereby, dispensed with, and accordingly, this Ordinance shall be read by title once on the 17<sup>th</sup> day of August 2022.

Section 5. That this Ordinance shall be in full force and effect from and after its adoption and publication.

ADOPTED by the City Council, and approved by the Mayor, of the City of Middleton, Idaho, the 17<sup>th</sup> day of August, 2022.

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Steven J. Rule, Mayor

ATTEST:

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Dawn M. Goodwin, Deputy City Clerk