



AGENDA
City Council Meeting
City of Middleton, Idaho

Date: Wednesday September 6, 2023

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. Ridleys Parking lot. – Ms. Crofts
- 2. Progress on Riverwalk Park – Ms. Crofts

Action Items:

- 1. Consent Agenda (items of routine administrative business)
 - a. Consider approving minutes for City Council August 16, 2023, Regular meeting.
 - b. Consider ratifying payroll for August 25, 2023, in the amount of \$142,650.17.
 - c. Consider approving accounts payable through August 25, 2023, in the amount of \$536,794.63
- 2. Consider approving Special Event Permit for Middleton High School Homecoming Parade, September 21, 2023. – Ms. Betzold
- 3. Treasurer's report to council. - Ms. Miles
- 4. Consider Mayor's recommendation to appoint Dr. Trent Saxton to the Middleton Library Board. – Ms. Crofts
- 5. Consider authorizing the Mayor to approve service contract with RM Mechanical not to exceed the amount of \$6,824. – Ms. Crofts
- 6. Consider approving the final plat for Phase 7 of the Falcon Valley Subdivision. - Ms. Woodruff
- 7. Consider approving the final plat for Phase 7 of Stonehaven Subdivision. – Ms. Woodruff. Double check with Amy before keeping this on the agenda.
- 8. Consider authorizing the Mayor to execute a contract with Knife River Corporation – Mountain West for paving of the portion of S. Dewey Avenue damaged by a water main leak in the amount not to exceed \$9,970.50. – Mr. Van Gilder
- 9. Consider authorizing the Mayor to accept the quote from Integrity Pump Solutions, Inc for the purchase of a replacement sewage pump for Middleton Park Place Lift Station in the amount not to exceed \$6,625.66. – Mr. Van Gilder
- 10. Consider authoring the Mayor to execute Task Order 5 with Precision Engineering, Inc. for the design of the 9th street road and sidewalk connection immediately west of Cemetery Road in the amount not to exceed \$55,463.00. – Mr. Van Gilder

11. Consider approving Resolution No. 486-23: A RESOLUTION OF THE MIDDLETON CITY COUNCIL, PURSUANT TO IDAHO CODE § 50-2015(a) AND (b), AUTHORIZING EXECUTION AND DELIVERY OF A WARRANTY DEED FOR THE TRANSFER OF REAL PROPERTY HEREINAFTER DESCRIBED FROM THE CITY OF MIDDLETON, IDAHO, AN IDAHO MUNICIPAL CORPORATION, TO THE MIDDLETON URBAN RENEWAL AGENCY, A PUBLIC BODY CORPORATE AND POLITIC, ORGANIZED AND EXISTING PURSUANT TO THE IDAHO URBAN RENEWAL LAW, CHAPTER 20, TITLE 50, IDAHO CODE. – Mr. Hilty
12. Consider authorizing the Mayor to approve the Professional Planning Service Agreement between Downtown Redevelopment Services, LLC and the City of Middleton in the amount not to exceed \$110,000.
13. Consider approving Amended and Restated Resolution No. 485-23: AN *AMENDED AND RESTATED* RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF MIDDLETON, IDAHO SETTING FORTH THE FORM OF BALLOT OF THE REFERENDUM OCCURRING AT THE UPCOMING GENERAL ELECTION CONCERNING LIQUOR BY THE DRINK. – Ms. Crofts

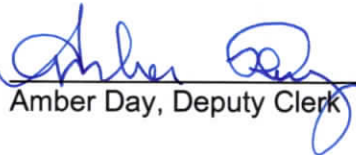
Public Comments:

Mayor, and Council Comments:

Executive Session: Executive Session pursuant to Idaho Code and possible decision(s) to follow: 74-206(1)(c) Land acquisition.

Adjourn:

Posted by:


Amber Day, Deputy Clerk

Date: September 1, 2023, 4:30 p.m.

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

**MIDDLETON CITY COUNCIL
AUGUST 16, 2023**

The Middleton City Council Meeting was called to order on August 2, 2023, at 5:43 p.m. by Mayor Steve Rule.

Roll Call:

City Council: Council President Kiser and Council Members Huggins, Murray and O'Meara were all present.

Mayor Rule, City Attorney Mr. Waterman, City Administrator Ms. Crofts, Public Works Director Mr. Van Gilder, Planning & Zoning Official Ms. Stewart, Treasurer Ms. Miles, and Deputy Clerk Ms. Reynolds were present.

Pledge of Allegiance, Invocation: Jim Taylor

Action Items

A. Approve Agenda

Motion: Motion by President Kiser to approve the Agenda dated August 11, 2023, 4:30 p.m. Motion seconded by Council Member O'Meara and approved unanimously.

Action Item:

2. Swearing in of new police officers Jeffery Garvey, and Miguel Ruiz. - Mayor Rule

Mayor Rule called the item and conducted the swearing in of Police Officers Garvey and Ruiz.

Information Item:

1. Riddleys Parking lot. – Ms. Crofts

Ms. Crofts presented information regarding a lease that Ridley's has with the city regarding this property. This was brought to the city's attention when a building permit for a walk-up bank kiosk was applied for. She wanted to give Council some background on this parcel prior to bringing it forward in a future agenda as an action item. Mayor Rule asked about the need to keep the walking path when other pathways and sidewalks are available. Council Member O'Meara asked about the funding for the pathway if it was built with federal funding. Ms. Crofts said she needs to research that more.

2. Progress on Riverwalk Park – Ms. Crofts

Ms. Crofts gave an update on the progress of Riverwalk Park particularly regarding changes needed to preserve wetlands and amenities planned for the park. Ms. Crofts answered council questions regarding the plans for the park. (Exhibit 1)

Action Item:

1. Consent Agenda (items of routine administrative business)

- a. Consider approving minutes for City Council August 2, 2023, Regular meeting.
- b. Consider ratifying payroll for August 11, 2023, in the amount of \$100,031.15.
- c. Consider approving accounts payable through August 4, 2023, in the amount

of \$259,942.04.

Mayor Rule called the item. President Kiser and briefly reviewed the accounts payable with the Council.

Motion: Motion by President Kiser to approve Consent Agenda Items 1 a, b & c. Motion seconded by Council Member O'Meara and approved unanimously.

3. Consider approving the Mayor's appointment of Dave Rodgers to the Impact Fee Committee. - Mayor Rule

Mayor Rule called the item and explained that April Wilke was on the Impact Fee Committee but has moved out of city limits. He is requesting Dave Rodgers be appointed to fill the vacant position.

Motion: Motion by President Kiser to approve the Mayor's appointment of Dave Rodgers to the Impact Fee Committee. Motion seconded by Council Member O'Meara and approved unanimously.

4. Authorize the Mayor to execute the Notice of Award and enter into a contract with Knife River Corporation – Mountain West for the construction of the City of Middleton – 9th Street Sidewalk Extension in the amount not to exceed \$98,340.00. - Mr. Van Gilder

Mayor Rule called the item and City Public Works Director Mr. Van Gilder explained the contract to the council. This project has been completely funded through the Safe Routes for Schools federal grant. The sidewalk will be built with the street either by federal grant funds or when the city builds the street. The city would like to use the federal grant funds. The anticipated time for 9th Street construction is 2025. Discussion by council.

Motion: Motion by President Kiser to authorize the Mayor to execute the Notice of Award and enter into a contract with Knife River Corporation – Mountain West for the construction of the City of Middleton – 9th Street Sidewalk Extension in the amount not to exceed \$98,340.00. Motion seconded by Council Member O'Meara and approved unanimously.

5. Consider approving staff recommendation of Downtown Redevelopment/ Kimley-Horn/ Planning Outpost to update the City's Comprehensive Plan. - Ms. Stewart

Mayor Rule called the item and Planning & Zoning Official Ms. Stewart presented a summary of the applicants/firms in the RFQ to update the City's Comprehensive Plan. Staff (not including the Mayor) as well as the Planning and Zoning Chair Heidal Summers reviewed the applications to determine the final recommendation to City Council.

Council Member Huggins asked to recuse herself from the vote.

Motion: Motion by Council President Kiser to approve staff recommendation of Downtown Redevelopment/ Kimley-Horn/ Planning Outpost to update the City's Comprehensive Plan. - Motion seconded by Council Member O'Meara. Roll Call Vote.

Kiser-Yes, Murray-Yes, O'Meara-Yes. Motion approved unanimously.

6. Consider approving ORDINANCE 679 AMENDING TITLE 1, CHAPTER 15, SECTION

1-15-12, OF THE MIDDLETON CITY CODE, PERTAINING TO THE GENERAL REQUIREMENTS FOR VENDORS, SOLICITORS AND TEMPORARY MERCHANTS PERMITS AND AMENDING TITLE 4, CHAPTER 1, SECTION 4-1-1 OF THE MIDDLETON CITY CODE REGARDING BUILDING PERMIT REQUIREMENTS; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF, IN CONFLICT HEREWITH. - Ms. Stewart

Mayor Rule called the item and Ms. Stewart explained the changes requested by the City Attorney to maintain consistency with the city code and the ordinance.

Motion: Motion by President Kiser to read Ordinance 679 by title only. Motion seconded by Council Member Huggins and approved unanimously.

President Kiser read the Ordinance by Title Only: ORDINANCE 679 AMENDING TITLE 1, CHAPTER 15, SECTION 1-15-12, OF THE MIDDLETON CITY CODE, PERTAINING TO THE GENERAL REQUIREMENTS FOR VENDORS, SOLICITORS AND TEMPORARY MERCHANTS PERMITS AND AMENDING TITLE 4, CHAPTER 1, SECTION 4-1-1 OF THE MIDDLETON CITY CODE REGARDING BUILDING PERMIT REQUIREMENTS; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF, IN CONFLICT HEREWITH.

Motion: Motion by President Kiser to waive the 3 Reading rule and adopt Ordinance 679. Motion seconded by Council Member Huggins.

Roll Call Vote: Kiser – Yes, Huggins – Yes, Murray – Yes, O'Meara – Yes. Motion approved unanimously.

7. Consider approving the Summary of Ordinance 679 AMENDING TITLE 1, CHAPTER 15, SECTION 1-15-12, OF THE MIDDLETON CITY CODE, PERTAINING TO THE GENERAL REQUIREMENTS FOR VENDORS, SOLICITORS AND TEMPORARY MERCHANTS PERMITS AND AMENDING TITLE 4, CHAPTER 1, SECTION 4-1-1 OF THE MIDDLETON CITY CODE REGARDING BUILDING PERMIT REQUIREMENTS; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF, IN CONFLICT HEREWITH. - Ms. Stewart

Mayor Rule called the item.

President Kiser called the item and City Treasurer, Ms. Miles reviewed the proposed budget to be considered at the August 16, 2023, public hearing.

Motion: Motion by President Kiser to approve the Summary of Ordinance 679 AMENDING TITLE 1, CHAPTER 15, SECTION 1-15-12, OF THE MIDDLETON CITY CODE, PERTAINING TO THE GENERAL REQUIREMENTS FOR VENDORS, SOLICITORS AND TEMPORARY MERCHANTS PERMITS AND AMENDING TITLE 4, CHAPTER 1, SECTION 4-1-1 OF THE MIDDLETON CITY CODE REGARDING BUILDING PERMIT REQUIREMENTS; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND

PARTS THEREOF, IN CONFLICT HEREWITH. Motion seconded by Council Member Huggins.

Roll Call Vote: Kiser – Yes, Huggins – Yes, Murray – Yes, O'Meara – Yes. Motion approved unanimously.

8. Consider approving Resolution No. 485-23: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF MIDDLETON, IDAHO SETTING FORTH THE FORM OF BALLOT OF THE REFERENDUM OCCURRING AT THE UPCOMING GENERAL ELECTION CONCERNING LIQUOR BY THE DRINK. – Mr. Waterman

Mayor Rule called the item and City Attorney Mr. Waterman explained the resolution.

Motion: Motion by President Kiser to approve Resolution No. 485-23: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF MIDDLETON, IDAHO SETTING FORTH THE FORM OF BALLOT OF THE REFERENDUM OCCURRING AT THE UPCOMING GENERAL ELECTION CONCERNING LIQUOR BY THE DRINK. Motion seconded by Council Member O'Meara.

Roll Call Vote: Kiser – Yes, Huggins – Yes, Murray – Yes, O'Meara – Yes. Motion approved unanimously.

9. Public Hearing: Consider approving the proposed budget for Fiscal Year 2024 (from October 1, 2023, to September 30, 2024) Pursuant to Idaho Code 50-1002 to consider adopting an annual appropriations ordinance. – Ms. Miles

Mayor Rule called the item and opened the public hearing at 6:43 p.m.

Ms. Miles asked if the council would like her to review the budget. (Exhibit 2) Council said no.

Mayor Rule opened public testimony at 6:44 p.m.

No comment

Mayor Rule closed public testimony at 6:45 p.m.

No council discussion.

Mayor Rule closed the public hearing at 6:45 p.m.

10. Consider adopting Ordinance 680: AN ORDINANCE OF THE CITY OF MIDDLETON, CANYON, COUNTY, IDAHO, ENTITLED THE "ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, APPROPRIATING \$19,479,708 DEEMED NECESSARY TO DEFRAY ALL EXPENSES AND LIABILITIES OF THE CITY OF MIDDLETON, IDAHO FOR FISCAL YEAR 2024, 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. – Ms. Miles

Mayor Rule called the item.

Motion: Motion by President Kiser to read Ordinance 680 by title only. Motion seconded by Council Member O'Meara.

Roll Call Vote: Kiser – Yes, Huggins – Yes, Murray – Yes, O'Meara – Yes. Motion

approved unanimously.

President Kiser read Ordinance 680 by Title Only: Ordinance 680: AN ORDINANCE OF THE CITY OF MIDDLETON, CANYON, COUNTY, IDAHO, ENTITLED THE "ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, APPROPRIATING \$19,479,708 DEEMED NECESSARY TO DEFRAY ALL EXPENSES AND LIABILITIES OF THE CITY OF MIDDLETON, IDAHO FOR FISCAL YEAR 2024, 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.

Motion: Motion by President Kiser to waive the 3 Reading rule and adopt Ordinance 680. Motion seconded by Council Member O'Meara.

Roll Call Vote: Kiser – Yes, Huggins – Yes, Murray – Yes, O'Meara – Yes. Motion approved unanimously.

Public Comments:

Arthur May: Comments about the RV dump site. He would like to see council be more "chill" with food trucks. He asked if Middleton is dangerous enough to warrant more officers.

Ms. Crofts asked if he is aware of any grease that would be being dumped into the RV dump site. He said sink water.

Chief Smith addressed his question explaining that the police department has 7 police officers working a city of about 12,000 residents.

Mayor Rule asked how many times during the week does he have 2 active officers working a shift?

Chief Smith: If not counting SRO's and supervisors the answer is never.

Mayor, Staff and Council Comments:

Council Member O'Meara: Gave an update on Hill Side Park, moving irrigation lines and GMPRD working with CBH homes to construct the pathway that is part of Falcon Valley Phase 8 construction.

Council Member Murray: Concerned that developers are not maintaining their noxious and tall weeds.

Mayor Rule said the city Code Enforcement employee can spend some of his extra time working on that.

Council President Kiser: Would like the city to investigate the cost for using Republic Services green waste program.

Council Member Huggins: Would like an all-inclusive playground and a dog park with a water feature in the River Walk Park.

Mayor Rule: Read letter from Lori Spratley about Middleton Fireworks Show.

Huggins: Spratley's donated their time for the training.

O'Meara: Concerned that the Spratley's will not be able put the fireworks show on indefinitely, that at some point in the future the city will need to think about possibilities.

Mayor Rule: Ms. Crofts and himself attended the Idaho Youth Ranch grand opening. They have done a tremendous job. It is a really impressive facility.

Ms. Crofts: Caliber Collision has broken ground, and they are bringing about 18-22 higher wage jobs to Middleton. Dairy Queen is also coming and bringing about 30-35, mostly high school wage jobs. But this is important because Middleton youth need places to work as well.

Mayor Rule: Ms. Crofts set a goal a couple years ago to bring 600 jobs to Middleton, how far have we come?

Ms. Crofts: She will bring a report to the council but believes it is about 200 jobs since 2020.

Adjourn: President Kiser adjourned the meeting at 7:05 p.m.

ATTEST:

Rob Kiser, Council President

Jennica Reynolds, Deputy Clerk
Minutes Approved: September 6, 2023

Riverwalk Park

Middleton, ID

Exhibit 1



AMPHITHEATER
PIER EVENT SPACE



REST ROOM, PLAY GROUND
PICNIC TABLES, BBQ GRILLS



WETLAND BOARD WALK



DISC GOLF
3.5 SQUARE MILE COURSE



CONCRETE STEPS
WATERCRAFT SLIDE



SWIMMING BEACH
SHADE STRUCTURE
PADDLEBOARD
PASSIVE RECREATION



NEW WETLAND AREA



FISHING PIERS



FENCED DOG POND
SEPARATE DRY DOG AREA
BENCHES

PARK PATHS

WETLAND BOARD WALK LOOP- .4 MILE
DISC GOLF & DOG PARK LOOP- 1 MILE
EXISTING PATH- 1.48 MILES
AMPHITHEATRE PATH- .48 MILE
EXTERIOR LOOP- 1.1 MILES

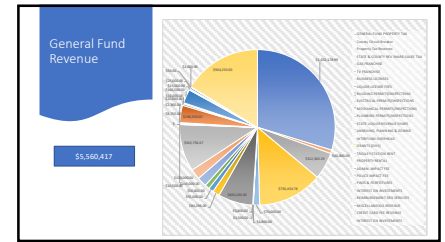


1

FY'24 Budget Overview

FUND NAME	FY 2023 ACTUAL	FY 2023 BUDGETED	FY 2023 EXPENDITURE	FY 2023 PROFIT/LOSS
GENERAL FUND				
General Fund	\$2,000,000	\$2,000,000	\$2,000,000	\$0
Police	\$1,500,000	\$1,500,000	\$1,500,000	\$0
Fire	\$500,000	\$500,000	\$500,000	\$0
Public Works	\$500,000	\$500,000	\$500,000	\$0
Administration	\$500,000	\$500,000	\$500,000	\$0
Capital	\$500,000	\$500,000	\$500,000	\$0
Other	\$500,000	\$500,000	\$500,000	\$0
Other Funds				
Other Funds	\$1,500,000	\$1,500,000	\$1,500,000	\$0
Other Funds	\$1,500,000	\$1,500,000	\$1,500,000	\$0
Total	\$3,500,000	\$3,500,000	\$3,500,000	\$0

2



3

General Fund Salary and Benefits Expenses

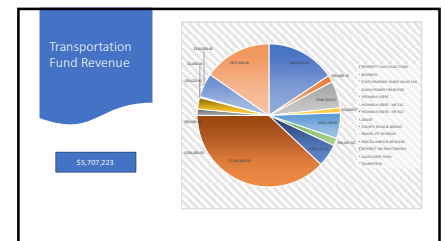
Elected Officials Salary	\$123,280
Elected Officials Benefits/Liabilities	\$38,472
Administration Salary	\$413,308
Administration Benefits/Liabilities	\$152,290
Police	\$1,014,616
Police Benefits/Liabilities	\$384,527
Building	\$566,639
Building Benefits/Liabilities	\$57,361
Parks	\$76,116
Parks Benefits/Liabilities	\$37,730
Total	\$2,527,478

4

Parks Capital 2024

2024 Maintenance/Repair/Replacement	\$100,000.00
2024 Maintenance/Repair/Replacement	\$100,000.00
2024 Maintenance/Repair/Replacement	\$100,000.00
2024 Maintenance/Repair/Replacement	\$100,000.00
2024 Maintenance/Repair/Replacement	\$100,000.00
2024 Maintenance/Repair/Replacement	\$100,000.00
2024 Maintenance/Repair/Replacement	\$100,000.00
2024 Maintenance/Repair/Replacement	\$100,000.00
2024 Maintenance/Repair/Replacement	\$100,000.00
2024 Maintenance/Repair/Replacement	\$100,000.00
Total	\$1,044,900

5



6

Transportation Salary and Benefits Expenses

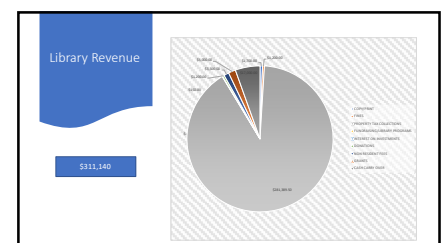
Salary	\$262,699
Benefits/Liability	\$109,342
Total	\$372,041

7

Transportation Capital and Major Maintenance Expenses

2024 Maintenance/Repair/Replacement	\$100,000.00
2024 Maintenance/Repair/Replacement	\$100,000.00
2024 Maintenance/Repair/Replacement	\$100,000.00
2024 Maintenance/Repair/Replacement	\$100,000.00
2024 Maintenance/Repair/Replacement	\$100,000.00
2024 Maintenance/Repair/Replacement	\$100,000.00
2024 Maintenance/Repair/Replacement	\$100,000.00
2024 Maintenance/Repair/Replacement	\$100,000.00
2024 Maintenance/Repair/Replacement	\$100,000.00
2024 Maintenance/Repair/Replacement	\$100,000.00
Total	\$4,466,780

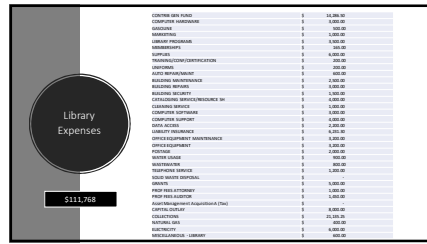
8



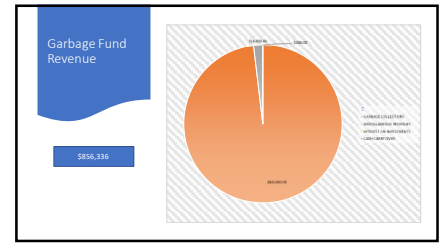
9



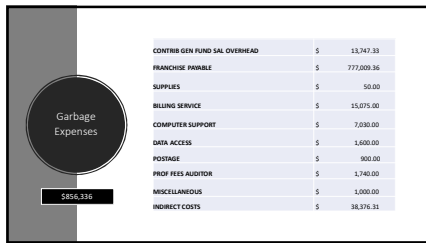
10



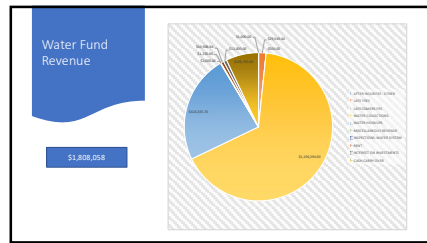
11



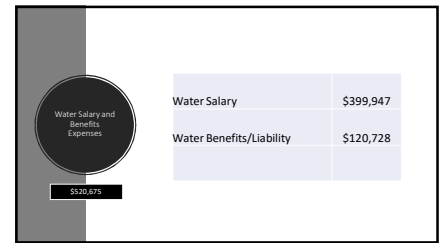
12



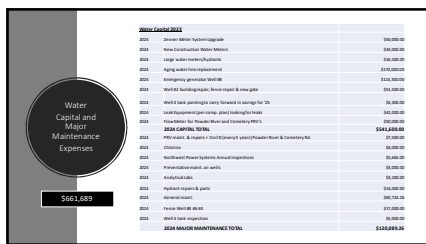
13



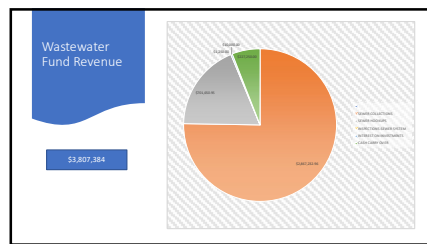
14



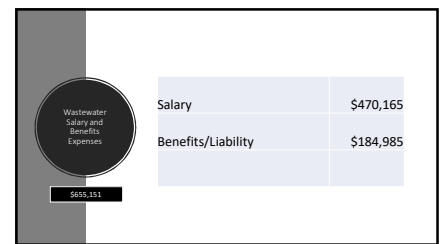
15



16



17



18



9) : Consider approving the proposed budget for Fiscal Year 2024

August 16, 2023 - City Council - Public Hearing

Please check

	Name	Address	Phone or Email	In Favor	Neutral	Opposed	Testify
1	Arthur May	4 e 6th St	208-801-2257				
2							
3							
4							
5							
6							
7							
8							
9							



Public Comment Sign In

City Council - August 16, 2023

	Name	Address	Phone or Email	Topic/Agenda Item #
1	^{Mr} Arthur May	9 e 6th St	208-801-2257	
2				
3				
4				
5				
6				
7				
8				
9				
10				



CITY OF MIDDLETON

P O Box 487, MIDDLETON, ID 83644
208-585-3133, 208-585-9601 FAX

WWW.MIDDLETONIDAHO.US

Middleton City Code Section 3-2 Special Events.

ADMINISTRATION

SPECIAL COMMUNITY EVENTS

APPLICATION/AGREEMENT/PERMIT REV 8/17

Date: 8/31/23

I. General Information:

Event Name: Middleton High School Homecoming Parade

Event Dates(s) / Time(s): Thursday, September 21 from 11-2 p.m.

Event Location: Beginning at Foote Park and ending at Middleton High School (route attached)

II. Applicant / Sponsoring Organization Information:

Applicant Name: Molly Betzold

Sponsoring organization Name: Middleton High School Student Council

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

Address: 1538 Emmett Road City: Middleton State: Idaho Zip: 83644. Phone: (208) 585-6657;

Cell Phone: (208) 949-8825. Fax: _____; Email:

mbetzold@msd134.org. **On-Site/Emergency Contact Name:** Johnny Hullinger.

Address: 1538 Emmett Road City: Middleton State: Idaho Zip: 83644. Cell Phone: (208) 351-3268;

Email: jhullinger@msd134.org.

III. Brief Description and Purpose of Event:

Each year, Middleton High School Student Council plans a Homecoming Parade the Thursday before the Homecoming football game and dance. The purpose is to involve the community members in celebrating a new school year as well as the MHS football team. This event is an opportunity for students, teachers, athletes, coaches, club-members and other community members to showcase themselves and encourage MHS school spirit. We are asking that the event fee be waived for this event.



CITY OF

MIDDLETON P O Box 487,
MIDDLETON, ID 83644 208-585-3133,
208-585-9601 FAX

WWW.MIDDLETONIDAHO.US

ADMINISTRATION

SPECIAL COMMUNITY EVENTS
APPLICATION/AGREEMENT/PERMIT
REV 8/1

IV. Street Closure Request:

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

1. Segments of Middleton Road, Triumph Drive, South Dewey Avenue, East 2nd Street, Hawthorne Drive, Concord Street, Cemetery Road, and Willis Road (map attached). The beginning of the closure should begin at 1:00 p.m. on Sept. 21 and end at 2:00 p.m.

No permanent alteration to the street will be permitted.

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

V. Site Plan. A Site Plan must be attached that identifies the following, if applicable: 1. An outline of the entire event venue including the names of streets or areas that are part of the venue. If the event involves a moving route such as a parade, indicate the direction of travel and all streets or lane closures.

2. Location of any fencing, barriers and/or barricades. Must be removable for emergency access.

3. Location and identification of all temporary structures, portable toilets, booths, trash containers/ dumpsters, cooking areas, identification of location of all vendor cooking with flammable gases or barbeque grills, waste grease containers, gray water containers, hand washing stations, etc. 4. Location of first aid facilities and ambulances.

5. Parking, placement of vehicles and/or trailers.

6. Location of generators and/or sources of electricity.

7. Exit locations for OUTDOOR events within fencing, tents, other temporary structures. 8. Firework launch location.

Information:

I. Does the event involve the sale or use of alcoholic beverages? Yes ____ No X. If yes, an Alcohol Beverage Permit may be required.

II. Does the event involve the sale or distribution of food? Yes ____ No X. If yes, a Temporary Food Establishment Permit (South West District Health Department (208) 455-5300) and a vendor permit (City of Middleton) may be required, with copy to the City.

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

IV. Will there be entertainment at the event? Yes ____ No X. If yes, please provide the following information:

Dance component/open floor: _____

Live or recorded music: _____

Amplification: _____

Start and end time of entertainment: _____

Refer to Middleton City Code Section Noise.

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

VI. TEMPORARY STRUCTURES.

Will there be any temporary structures on the event site? Yes ____ No X



CITY OF

MIDDLETON P O Box 487,
MIDDLETON, ID 83644 208-585-3133,
208-585-9601 FAX

WWW.MIDDLETONIDAHO.US

ADMINISTRATION

SPECIAL COMMUNITY EVENTS
APPLICATION/AGREEMENT/PERMIT
REV 8/17

Number of stages: 0 Size of stage(s): _____ Number
of Tents : 0 Size of tent(s) _____ Inspection of
temporary structures may be required and applicant is obligated to pay any inspection fee.
Inspection / permit may be required for a tent by the Middleton Rural Fire District.

VII. Does the event involve use of fireworks, rockets, pyrotechnics? Yes _____ No X
Where and when?

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

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

IX. Will electrical hookup for the event be required? Yes _____ No X. Electrical inspection /
permit may be required.

X. Will a generator(s) be used? Yes _____ No X. XI. Will access to water be required for the
event? Yes _____ No X

XII. Will signs and/or banners be displayed as part of the event? Yes _____ No X. A sign
permit may be needed from the City of Middleton.

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

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

XV. PARKING:

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

All parade participants will carpool to the staging area (Foote Park). Any excess cars will be diverted to
Middleton Place Park parking.

XVI. REFUSE / GARBAGE:

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

All garbage will be self-contained and maintained by MHS staff patrolling area.

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

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

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



CITY OF
MIDDLETON

P O Box 487, MIDDLETON, ID 83644
208-585-3133, 208-585-9601 FAX

WWW.MIDDLETONIDAHO.US

XIX. INSURANCE, FEE.

ADMINISTRATION

SPECIAL COMMUNITY EVENTS

APPLICATION/AGREEMENT/PERMIT

REV 8/17

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

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

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

Middleton High School Student Council (Applicant / Organization / Permittee) shall indemnify, defend and hold the City of Middleton, its officers, agents and employees harmless from any and all claims, suits, actions, damages and causes of action which the City of Middleton may incur arising out of any personal injury, bodily injury, loss of life or damage to any property, or violation of any relevant federal, state or local law or ordinance, or other cause resulting from the following services, operations, event or use of City property authorized pursuant to this Special Event Permit. Acceptance of insurance certificates required under this application / permit does not relieve Middleton High School Student Council (Applicant / Organization / Permittee) from liability under this application / permit. This application / permit shall apply whether or not such insurance policies have been determined to be applicable to any of such damages or claims for damages. Middleton High School Student Council (Applicant / Organization / Permittee) shall reimburse the City of Middleton for all costs and expenses that may be incurred by or on behalf of the Special Event (including but not limited to fees and charges of attorneys and other professionals and court costs incurred by the City of Middleton in enforcing the provisions of this permit.



CITY OF

MIDDLETON P O Box 487,
MIDDLETON, ID 83644 208-585-3133,
208-585-9601 FAX

WWW.MIDDLETONIDAHO.US

ADMINISTRATION

SPECIAL COMMUNITY EVENTS
APPLICATION/AGREEMENT/PERMIT
REV 8/17

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

All insurance companies shall be required to add the City of Middleton, its officers, agents and employees as additional insured by endorsement under the insurance policy and shall stipulate that this insurance policy will operate as primary insurance under this Agreement and that no other insurance affected by the City of Middleton or other named insured will be called upon to contribute to a loss covered there under. The policy shall contain no special limitations on the scope of protection afforded to the City, its officers, employees or agents unless approved in writing by the City of Middleton. IN WITNESS WHEREOF, Middleton High School Student Council (Applicant / Organization Representative/ Permittee) has made and entered into this Agreement with the City of Middleton as of this 31 day of August, 2023.

APPLICANT / ORGANIZATION REPRESENTATIVE: Middleton High School Student Council Date: 8/31/2023

Signature: Molly Betzold

Print name / Organization Name and Representative Title: Molly Betzold, Middleton High School Student Council Advisor

OFFICE USE ONLY

Application Received: _____

Fee Received: _____

Insurance _____

Certificate Received: _____

Application Approved by City Council : _____

Application Denied: _____

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

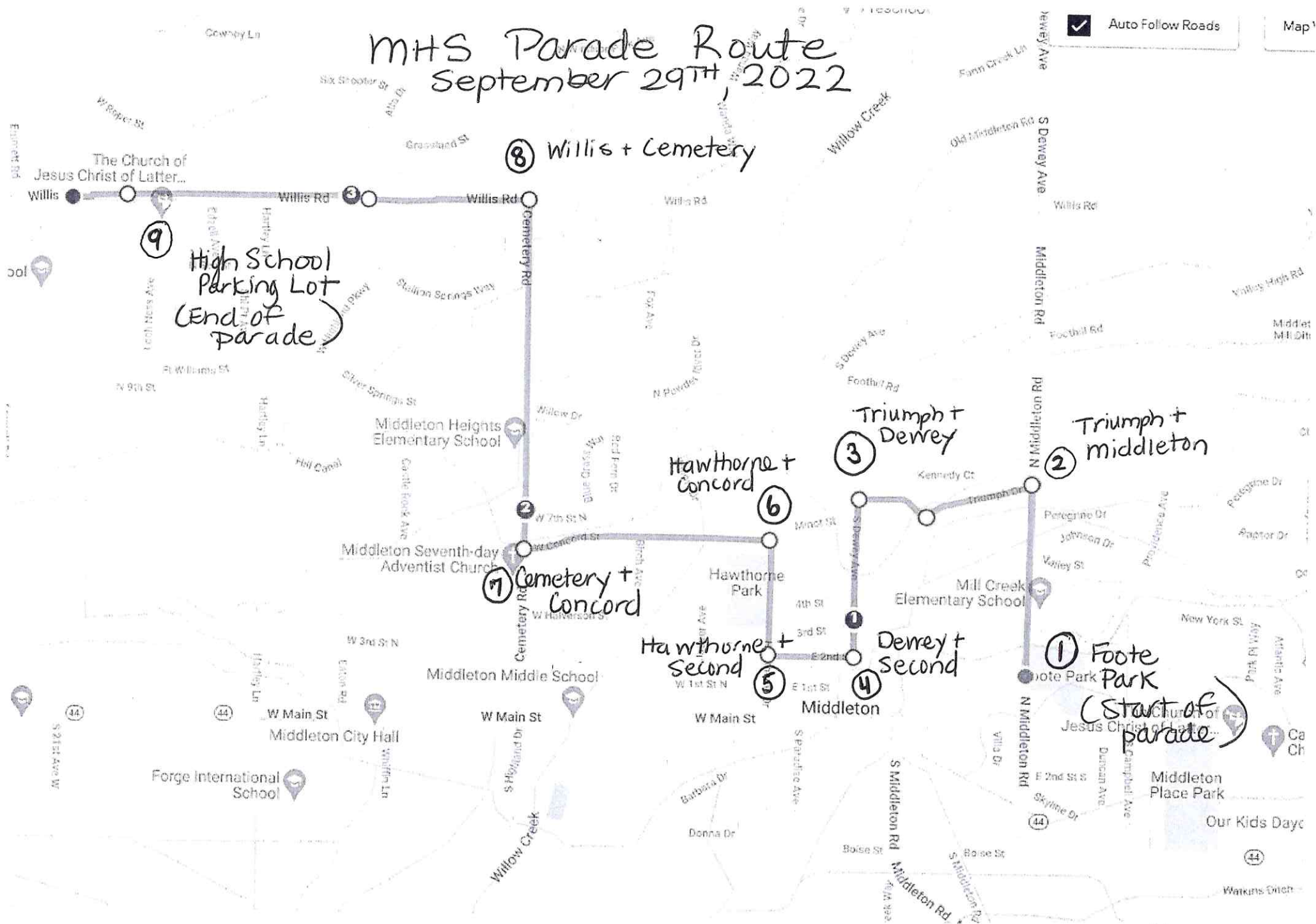
City Clerk

Notes: _____

MHS Parade Route September 29th, 2022

☒ Auto Follow Roads

Map



CITY OF MIDDLETON
FY'23 BUDGET REVIEW
7/31/2023

2022-2023 - Un-audited								
Revenue	Budget	Actual	Amt. Remaining	Expense to Date	Rev. Minus Expense	% Received	% Remaining	
General	\$ 4,559,801	\$3,416,368	\$ 1,143,433	\$ 2,765,135	\$ 651,234	75%	25%	
Transportation	\$ 4,864,044	\$2,667,762	\$ 2,196,282	\$ 2,115,561	\$ 552,201	55%	45%	
Library	\$ 303,578	\$158,559	\$ 145,019	\$ 211,375	\$ (52,816)	52%	48%	
Solid Waste	\$ 728,197	\$687,120	\$ 41,077	\$ 620,317	\$ 66,804	94%	6%	
Water	\$ 2,262,936	\$1,492,879	\$ 770,057	\$ 842,249	\$ 650,630	66%	34%	
Waste Water	\$ 6,244,573	\$3,202,957	\$ 3,041,616	\$ 3,240,630	\$ (37,673)	51%	49%	
Storm Water	\$ 96,000	\$63,340	\$ 32,660	\$ 26,814	\$ 36,526	66%	34%	
Impact	\$ 2,236,500	\$808,459	\$ 1,428,041	\$ -	\$ 808,459	36%	64%	
TOTAL:	\$ 21,295,629	\$ 12,497,445	\$ 8,798,184	\$ 9,822,080	\$ 2,675,365	59%	41%	
Expense	Budget	Actual	Amt. Remaining	Revenue to Date	Rev. Minus Expense	% Spent	% Remaining	
General	\$ 4,559,801	\$ 2,765,135	\$ 1,794,666	\$ 3,416,368	\$ 651,234	61%	39%	
Transportation	\$ 4,864,044	\$ 2,115,561	\$ 2,748,483	\$ 2,667,762	\$ 552,201	43%	57%	
Library	\$ 303,578	\$ 211,375	\$ 92,203	\$ 158,559	\$ (52,816)	70%	30%	
Solid Waste	\$ 728,197	\$ 620,317	\$ 107,880	\$ 687,120	\$ 66,804	85%	15%	
Water	\$ 2,262,936	\$ 842,249	\$ 1,420,687	\$ 1,492,879	\$ 650,630	37%	63%	
Waste Water	\$ 6,244,573	\$ 3,240,630	\$ 3,003,943	\$ 3,202,957	\$ (37,673)	52%	48%	
Storm Water	\$ 96,000	\$ 26,814	\$ 69,186	\$ 63,340	\$ 36,526	28%	72%	
Impact	\$ 2,236,500	\$ -	\$ 2,236,500	\$ 808,459	\$ 808,459	0%	100%	
TOTAL:	\$ 21,295,629	\$ 9,822,080	\$ 11,473,549	\$ 12,497,445	\$ 2,675,365	46%	54%	

	Months	% of Year to Date
Total Mo.	12	
Lapsed	10	83%

Carry Forwards into FY'23		Cash Balance By Fund
General	\$75,000.00	\$4,346,060.21
Transportation	\$867,500.00	\$4,777,513.58
Library	\$25,000.00	\$147,463.62
Solid Waste	\$0.00	\$198,583.79
Water	\$561,347.53	\$4,975,472.13
Waste Water	\$579,000.00	\$6,200,996.16
Storm Water	\$25,000.00	\$171,222.42
Impact	\$1,515,300.00	\$3,871,049.27
	<u>\$3,648,147.53</u>	<u>\$24,688,361.18</u>



Middleton City 10/1/2023-9/30/2024

We propose to provide the following maintenance services, at the frequencies listed, for the equipment below, for a period of 12 months not to exceed \$6,824. We will be performing the maintenances in the months of March, June, September, and December according to the frequency. We will provide service repairs at a rate of \$85/hr and \$128/hr for overtime. We will limit our mark-up on material to 18%.

We are a full service Plumbing and HVAC company.

Waste Water Treatment Plant quarterly filter changes and seasonal tune-up

2-Aaon package units

3-split systems with electric air handlers and A/C unit mixed filters

1-Mitsubishi ductless split system

7-hanging electric unit heaters

4-exhaust fans with belts

Public Works office 2-seasonal tune-ups

2- Hanging gas (propane) heaters

1-Mitsubishi ductless split system

1-exhaust fan, dampers and louvers

2- Hanging gas (propane) heaters in the warehouse

City Hall 2-seasonal tune-up and filter changes

4- Lennox RTU's

Trolley Station quarterly filter changes and seasonal tune-up

1-RTU

1-furnace A/C system

1-Mitsubishi ductless system

1-Energy recovery unit

Museum 2-seansonal seasonal tune-up and filter changes

1-furnace A/C system

Well #7 2-seasonal tune-up and filter change

1-hanging electric heater

1-package A/C unit

Well #8 2-seasonal tune-up and filter changes

1-hanging electric heater

1-package A/C unit

Well #9 2-seasonal tune-up and filter change

1-hanging electric heater

1-package A/C unit

Powder River Booster Station 2- seasonal tune-up and filter change

1-Heatpump/air conditioner

Well #4 2- seasonal tune-up

1-Ductless heat pump/air conditioner

Well #5 2-seasonal tune-up

1-Ductless heat pump/air conditioner

Parole Office 2-seasonal tune-up and filter change

1-furnace A/C

Well #10 2-seasonal tune up

1 – Ductless heat pump/air conditioner

Police Station 4-seasonal tune-up

1 – Roof top unit, 1 – ductless split system

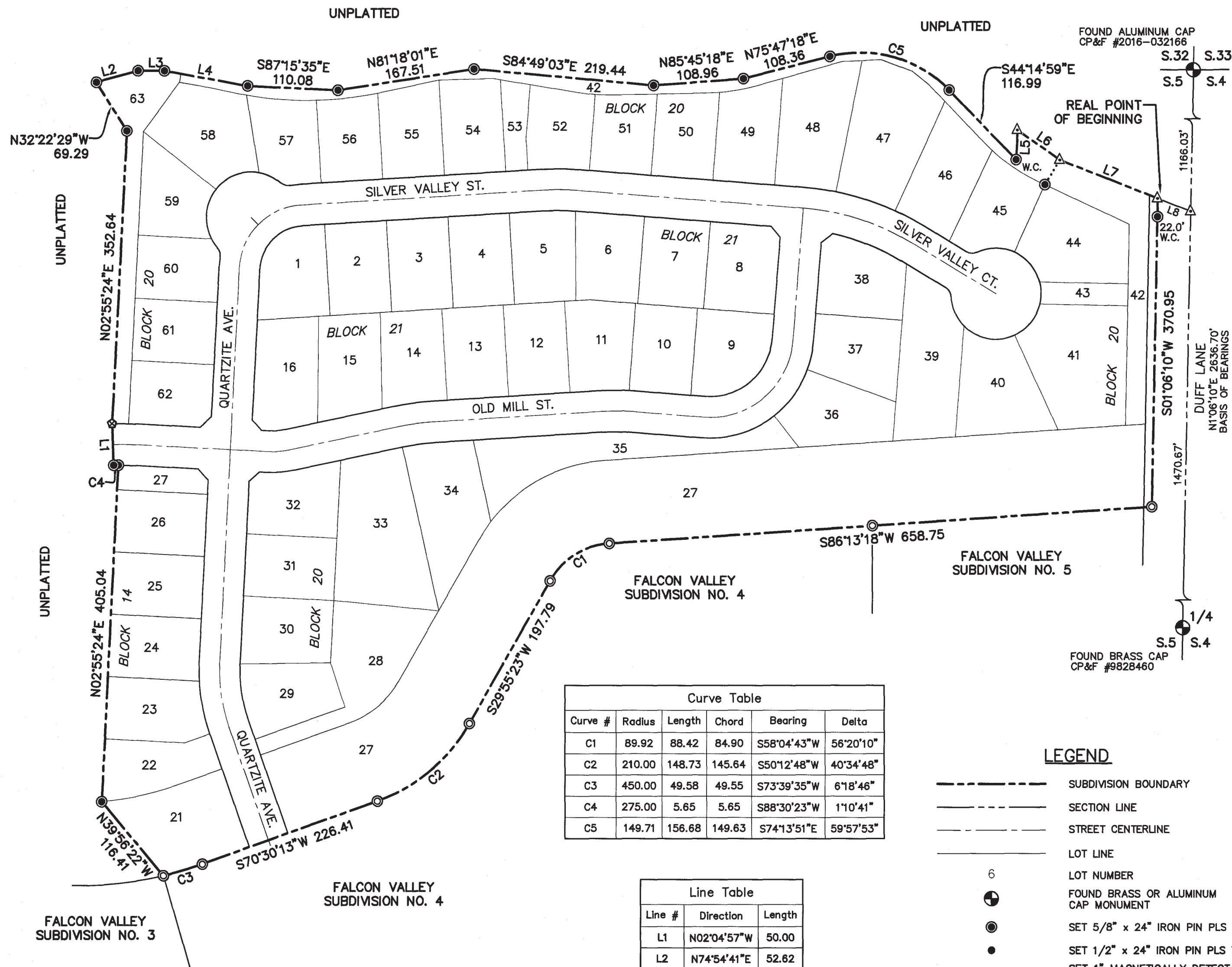
Roadside Park 2 – seasonal tune-up

1 – Electric air handler

Approval Signature

Date

PLAT SHOWING
FALCON VALLEY SUBDIVISION NO. 7
 BEING A PORTION OF LOT 3, BLOCK 1 OF LITTLE CREEK SUBDIVISION AND THE NE 1/4
 OF SECTION 5, T.4N., R.2W., B.M.
 MIDDLETON, CANYON COUNTY, IDAHO
 2023



Curve Table					
Curve #	Radius	Length	Chord	Bearing	Delta
C1	89.92	88.42	84.90	S58°04'43"W	56°20'10"
C2	210.00	148.73	145.64	S50°12'48"W	40°34'48"
C3	450.00	49.58	49.55	S73°39'35"W	6°18'46"
C4	275.00	5.65	5.65	S88°30'23"W	1°10'41"
C5	149.71	156.68	149.63	S74°13'51"E	59°57'53"

Line Table		
Line #	Direction	Length
L1	N02°04'57"W	50.00
L2	N74°54'41"E	52.62
L3	N89°56'49"E	31.95
L4	S79°44'40"E	102.99
L5	N02°47'28"E	35.51
L6	S55°01'17"E	62.66
L7	S68°34'30"E	126.93
L8	N68°34'30"W	42.66
L9	S31°41'51"W	34.92

LEGEND

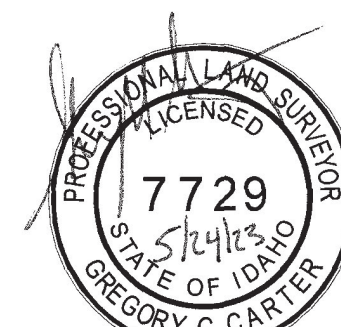
- SUBDIVISION BOUNDARY
- SECTION LINE
- STREET CENTERLINE
- LOT LINE
- 6 LOT NUMBER
- FOUND BRASS OR ALUMINUM CAP MONUMENT
- SET 5/8" x 24" IRON PIN PLS 7729
- SET 1/2" x 24" IRON PIN PLS 7729
- SET 1" MAGNETICALLY DETECTABLE COPPER DISK MONUMENT
- FOUND 5/8" IRON PIN PLS 7729 UNLESS OTHERWISE NOTED
- △ CALCULATED POINT

Notes:

- A fifteen and one half (15.5) foot wide public utility and sidewalk/pedestrian facility easement is hereby designated along all lot lines common to street frontage. A twelve (12) foot wide public utility, property drainage and pressurized irrigation easement is hereby designated along the subdivision boundary. A five (5) foot wide irrigation, public utilities and property drainage easement is hereby designated along each side of interior lot lines except where otherwise shown and dimensioned. A ten (10) foot wide permanent public utilities and property drainage easement is hereby designated along rear lot lines as shown except where otherwise shown and dimensioned.
- Lots 27, Block 14 and Lots 28, 42, 53 & 63, Block 20 are common lots to be used for open space and shall be subject to a blanket public utility easement. Lot 63, Block 20 shall also be subject to a blanket City of Middleton Water Line Easement. Lot 22, Block 14, Lot 35, Block 20 and Lot 43, Block 20 are common lots to be used for Storm Water Management only and shall be subject to a blanket City of Middleton and public utility easement. All common lots shall be owned and maintained by the Falcon Valley Homeowner's Association. These lots cannot be developed for residential purposes in the future.
- Irrigation Water has been provided from Middleton Mill Ditch Company, in compliance with the requirements of Idaho Code 31-3805 (b). All lots will be entitled to irrigation water rights, and will be obligated for assessments from Middleton Mill Ditch Company.
- Any fences, landscaping or any other structures installed in an easement area may be removed by the City of Middleton and utility companies and replaced at the landowner's expense.
- Direct lot access to Duff Lane is prohibited.
- Lot 21, Block 14 and Lots 27, 42 and 63, Block 20 are common lots subject to a blanket maintenance and utility easement in favor of Middleton Mill Ditch Company and Drainage District No. 2.
- Middleton Mill Ditch Easement per Little Creek Subdivision recorded plat.
- Little Creek Estates 10' Utility, Drainage and Irrigation Easement per Little Creek recorded plat.
- Drainage District No. 2 Easement - See License Agreements Inst. No.s 2020-030714 and 2020-030715.
- This final plat is subject to the First Amendment to Development Agreement, Inst. No. 2015-027269 recorded in the records of Canyon County, Idaho.
- Any re-subdivision of this plat shall comply with the applicable zoning regulations in effect at the time of the re-subdivision.
- The Homeowners' Association (HOA) owns and manages the common areas, which include stormwater facilities. A plan for operation, maintenance, and repair of stormwater facilities (O&M Plan) has been prepared for all stormwater facilities maintained by the HOA. The O&M Plan shall be recorded with the CC&Rs. The O&M Plans shall be used for maintenance and operation of the storm water facilities."
- Building setbacks and dimensional standards in this Subdivision shall be in compliance with the City of Middleton standards for the applicable zoning regulations in effect at the time of building permit issuance.

SURVEYORS NARRATIVE:

THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE THE PROPERTY SHOWN HEREON. THE PROPERTY IS A PORTION OF LOT 3, BLOCK 1 OF LITTLE CREEK SUBDIVISION AND IS ADJACENT TO FALCON VALLEY SUBDIVISIONS NO. 3, 4 AND 5 AND MIDDLETON HEIGHTS SUBDIVISION NO. 2. IT IS ALSO A PORTION OF THE PROPERTY CONTAINED IN THE RECORD OF SURVEY INSTRUMENT NO. 200305156. MONUMENTATION FOUND ON THE GROUND PER THESE PLATS AND THE RECORD OF SURVEY ARE IN SUBSTANTIAL AGREEMENT WITH THE MONUMENTATION SHOWN ON THESE PLATS AND WERE HELD AS CONTROLLING CORNERS FOR THIS PLAT.



GREGORY G. CARTER, PLS 7729
 IDAHO SURVEY GROUP
 9955 W. EMERALD ST
 BOISE, ID 83704



DATE: August 21, 2023
TO: Roberta Stewart, Zoning Official
Cc: Bailey Engineering
FROM: Civil Dynamics PC, City Engineer
Amy Woodruff, PE
RE: FALCON VALLEY SUBDIVISION NO 7
FINAL PLAT RECOMMENDATION OF APPROVAL

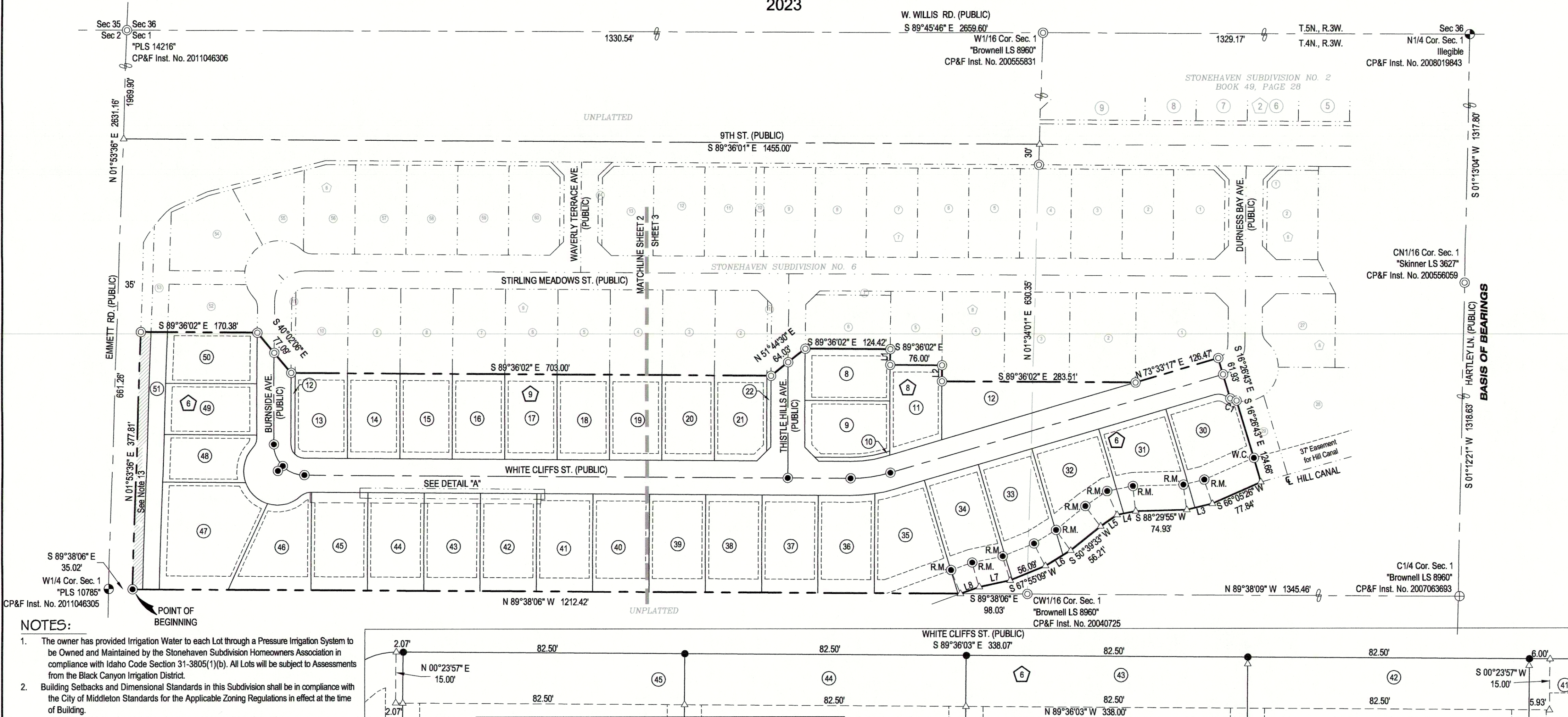
Thank you for the opportunity to review the above captioned final plat and associated documents. The review is complete and the plat appears to generally meet the requirements of Middleton City Code and common platting practices.

It is recommended the final plat for Falcon Valley Subdivision No 7 be approved.

SURVEYOR'S NARRATIVE:

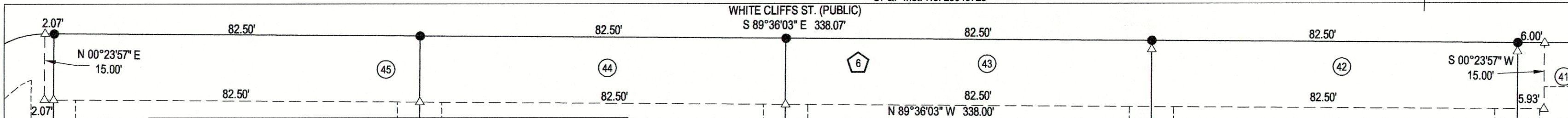
This Survey was performed at the request of Todd Campbell Construction, Inc., to create a Residential Subdivision. The Boundary Lines of this Parcel of Land for said Subdivision Plat were established from Record information and from found Monumentation as shown and described hereon.

PLAT OF
STONEHAVEN SUBDIVISION No. 7
LOCATED IN THE NW1/4 OF SECTION 1,
T. 4 N., R. 3 W., B.M., CITY OF MIDDLETON, CANYON COUNTY, IDAHO
2023



NOTES:

- The owner has provided Irrigation Water to each Lot through a Pressure Irrigation System to be Owned and Maintained by the Stonehaven Subdivision Homeowners Association in compliance with Idaho Code Section 31-3805(1)(b). All Lots will be subject to Assessments from the Black Canyon Irrigation District.
- Building Setbacks and Dimensional Standards in this Subdivision shall be in compliance with the City of Middleton Standards for the Applicable Zoning Regulations in effect at the time of Building.
- Storm Water Facilities will be Constructed per the City of Middleton Policy.
- Maintenance of any Irrigation or Drainage Pipe or Ditch Crossing any Lots is the Responsibility of the Individual Lot Owner unless such responsibility is assumed by an Irrigation/Drainage Utility or the Homeowners Association
- All Lots are hereby Designated as having a Permanent Easement for Public Utilities over the Ten (10) feet adjacent to any Public Right of Way. This Easement shall not Preclude the Construction of Hard-Surfaced Driveways and Walkways to each Lot.
- Unless otherwise Shown and Dimensioned, all Lots are hereby Designated as having a Permanent Easement for Public Utilities and Lot Drainage over the Five (5) feet adjacent to any Interior Side Lot Line, and over the Ten (10) feet adjacent to any Rear Lot Line or Subdivision Boundary.
- Lot 51 Block 6, Lots 10 and 12 Block 8, and Lots 12 and 22 Block 9 are common lots to be Owned and Maintained by the Stonehaven Subdivision Homeowners Association, or its assigns and has a Blanket Easement for Public Utilities, and Drainage
- No Structures shall be Constructed or Installed in an Easement and any Fences, Landscaping or Structures installed in an Easement may be Removed by the City of Middleton and Utility Companies and replaced at the Owner's Expense.
- There will be no direct access to Emmett Road.
- Water Service to be provided from City of Middleton
- Sewer Service to be provided from City of Middleton
- The Home Owner's Association (HOA), owns and manages the common areas which including stormwater facilities such as basins and swales. A plan for operation, maintenance, and repair of stormwater facilities (O&M plan) has been prepared for all stormwater facilities maintained by the HOA. The O&M Plan shall be recorded with the Declaration of Covenants, Conditions, and Restrictions (CC&Rs). The O&M Plan shall be used for maintenance and operation of the stormwater facility.
- Additional 15' Right-of-Way Dedication along Emmett Road.
- Lots 30-47 in Block 6 are subject to a 20' wide rear lot easement for utilities and Pressure Irrigation, due to an existing slope.
- Any re-subdivision of this plat shall comply with the applicable zoning regulations in effect at the time of the re-subdivision.
- Hill Canal has a 30' easement from existing top of bank. Easement shown is 37' from record and titled centerline per ROS 2012-019202.
- Lots 41-45, Block 6, have a 2.00' wide storm drain seepage bed easement along the front Lot lines as shown in Detail "A".



CURVE TABLE					
CURVE	LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD
C1	9.88	50.00	11°19'36"	S 71°09'04" E	9.87
C2	35.46	45.00	45°09'15"	S 22°10'40" E	34.55
C3	35.22	45.00	44°50'45"	S 67°10'41" E	34.33
C4	70.69	45.00	90°00'00"	S 44°36'03" E	63.64
C5	58.80	200.00	16°50'40"	N 81°58'37" E	58.59
C6	7.10	50.00	08°08'30"	S 61°25'01" E	7.10
C7	17.14	20.00	49°05'58"	N 81°53'45" W	16.62
C8	30.22	225.00	07°41'46"	N 77°24'10" E	30.20
C9	35.93	225.00	09°08'54"	N 85°49'30" E	35.89
C10	66.15	225.00	16°50'40"	N 81°58'37" E	65.91
C11	15.13	20.00	43°21'13"	S 68°43'20" W	14.77
C12	52.54	50.00	60°12'41"	N 77°09'05" E	50.16
C13	46.05	50.00	52°46'03"	S 46°21'33" E	44.44
C14	55.39	50.00	63°28'39"	S 11°45'47" W	52.60
C15	153.99	50.00	176°27'23"	S 44°43'35" E	99.95
C16	15.05	20.00	43°06'10"	N 21°57'02" E	14.69
C17	15.91	20.00	45°34'23"	S 22°23'14" E	15.49
C18	15.51	20.00	44°25'38"	S 67°23'14" E	15.12
C19	31.42	20.00	90°00'00"	S 44°36'03" E	28.28
C20	51.45	175.00	16°50'40"	N 81°58'37" E	51.26
C21	49.69	169.00	16°50'43"	N 81°58'38" E	49.51

DETAIL "A" STORM DRAIN SEEPAGE BED EASEMENT Scale: 1" = 20'		
LINE	BEARING	LENGTH
L1	S 00°23'57" W	23.17
L2	S 00°23'57" W	23.49
L3	S 76°27'58" W	38.47
L4	S 79°00'49" W	27.73
L5	S 55°16'58" W	29.46
L6	S 58°23'14" W	43.51
L7	S 78°11'56" W	46.45
L8	S 70°13'26" W	29.22
L9	N 45°14'42" E	10.15
L10	N 45°23'58" E	20.38
L11	N 45°23'58" E	8.49
L12	S 45°23'58" W	28.86
L13	S 44°36'03" E	20.38
L14	S 44°36'03" E	8.47
L15	N 44°36'03" W	28.86
L16	N 73°33'17" E	8.65
L17	N 73°33'17" E	6.81
L18	N 89°36'03" W	46.79
L19	S 89°36'03" E	52.75

LEGEND

- Calculated point
- Found brass cap monument
- Found aluminum cap monument
- Found 5/8 inch dia. iron pin w/ plastic cap "PLS 7732" unless otherwise noted
- Set 5/8 inch dia. x 24 inch iron pin w/ plastic cap "PLS 7732"
- Set 1/2 inch dia. x 24 inch iron pin w/ plastic cap "PLS 7732"
- Found 1/2 inch dia. iron pin w/ plastic cap "PLS 7732" unless otherwise noted
- Set 1/2 inch dia. x 24 inch iron pin w/ plastic cap "PLS 7732 EASE"
- Set witness corner as noted
- Set reference monument as noted
- Block number
- Lot number
- Boundary line
- Property line
- Section line
- Easement Line
- Top of bank canal
- Centerline
- Lot Line
- Area of Right-of-Way Dedication

0 50 100 200
Scale: 1" = 100'

COMPASS LAND SURVEYING, PLLC
623 11th Avenue South Nampa, ID 83651
Office: (208) 442-0115
JN 8921 08/25/2023
SHEET 1 OF 5

PROFESSIONAL LAND SURVEYOR
7732
STATE OF IDAHO
RICHARD A. GRAY



DATE: August 31, 2023
TO: Roberta Stewart, Zoning Official
Cc: Jim Coslett, PE
FROM: Civil Dynamics PC, City Engineer
Amy Woodruff, PE
RE: Stonehaven Subdivision No 7 -
Recommendation of Approval

Thank you for the opportunity to review the above captioned final plat and associated documents. The review is complete and the plat appears to generally meet the requirements of Middleton City Code and common platting practices.

It is recommended the final plat for Stonehaven Subdivision No 7 be approved.

Dewey Ave Patch



Knife River Corporation - Mountain West

5450 W Gowen Road

Boise, ID 83709

Contact: Triston Hylton

Triston.Hylton@kniferiver.com

Phone: (208) 562-5079

Fax: (208) 562-5045

Quote To:

Kirby Cook
Civil Dynamics

Job Name:

Date of Plans:

Addendums:

Phone:

Fax:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5	Mobilization	1.00	LS	1,170.00	1,170.00
10	Asphalt	50.00	TN	150.00	7,500.00
GRAND TOTAL					\$8,670.00

NOTES:

Bid Notes:

1. Price includes (1) mobilization to job. Each additional mobilization will be invoiced at quoted price.
2. Work will be completed upon a mutually agreed schedule.
3. Knife River shall provide materials in conformance with the mix design provided to it or required in the plans and specifications applicable to this Proposal.
4. Price doesn't include testing for subbase, base, or asphalt.

EXCLUSIONS

1. Permits, fees.
2. Performance or payment bonds.
3. Fees for inspections or testing.
4. Pavement markings or signage.
5. Surveying or staking.
6. Removal/backfill of soft or saturated soils below subgrade.
7. Erosion control or SWPPP.
8. EPA/ DEQ permit, paperwork or inspection requirements.
9. Demolition/removals not specifically quoted.
10. Traffic Control
11. Paving over grade palced by others requires Knife Rivers acceptance of provided grade.

All terms contained in this Proposal shall be incorporated into any subsequent contract or subcontract agreement between Knife River and the customer. The terms in this Proposal shall survive and control over any conflicting language, notwithstanding any other terms or provisions in any subsequent contract. The terms of this Proposal may only be modified by written agreement signed by Knife River.

All work shall be completed in a workmanlike manner according to the written plans and specifications provided to Knife River and standard industry practices. Any alteration, change or deviation from applicable specifications of the materials or work subject to this Proposal will only be provided upon written direction from the Customer. Customer expressly agrees to pay Knife River any additional costs associated with such alteration, change or deviation.

Knife River shall be paid for actual quantities installed and/or furnished. Payment is due upon progress billings within 30 days of the date of such invoice. Knife River reserves the right to furnish a retainage bond at Knife River's expense in lieu of retainage being held. If retainage is held, retainage will not exceed 5%, and the full release of retainage will be payable upon substantial completion by Knife River of the work set forth in this Proposal. All past due amount(s) shall bear interest at eighteen percent (18%) per annum (or the highest rate allowed by law) from the date the invoice is due.

Unless specified in this Proposal, Knife River is not bound by a specific date to either commence its work or deliver materials to the project site. Knife River shall reasonably perform its work with due diligence. Customer bears the risk of increased material costs not controlled by Knife River. Knife River will provide Customer with written documentation to support any price increase for additional material costs from Knife River's supplier(s). Customer may execute and pay for a Change Order to secure pricing on a specific date to mitigate potential material escalation costs.

Knife River shall adhere to all applicable Environmental Laws and Regulations pertaining to work performed by Knife River under this Proposal. Knife River is not the Prime Contractor and will not provide SWPPP services beyond the scope of this Proposal. In the event Knife River is a subcontractor, Knife River shall not meet the definition of an "operator" as defined by the EPA in Section 1.1.1 and Appendix A of the 2017 Construction General Permit. Knife River will not have operational control over construction plans and specifications, including but not limited to, the ability to modify the plans and specifications for the work. Furthermore, Knife River will not have day-to-day operational control of any activities that are necessary or required to ensure compliance with the permit conditions.

Knife River shall not be responsible for any consequential damages related to the materials or services furnished under this Proposal. Customer hereby waives and releases Knife River from any delays caused by events outside of Knife River's control, including but not limited to, actions of other contractors or subcontractors performing work on the subject project, acts of the owner or its agents, utility interference, unforeseen conditions, strikes, accidents, acts of God, fires, floods, epidemics, unusually severe weather, unavoidable casualties and unusual delays in deliveries. Knife River may withdraw this proposal if not accepted within 15 days from the date of proposal. In the event of litigation, the prevailing party shall be entitled to reasonable attorney's fees and related costs.

In the event materials provided by Knife River under the terms of this Proposal are placed by other contractor(s), Knife River only warrants said materials to the point of delivery or sale. Any modification or alteration of materials delivered or supplied by Knife River shall void any warranty with respect to said materials.

EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN, KNIFE RIVER MAKES NO REPRESENTATIONS AND EXTENDS NO OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR DESIGN.

In the event Knife River commences work prior to execution of this Proposal, Customer shall be bound by the terms and conditions set forth above.

Knife River Corporation Mountain West

Authorized Signature _____
Date _____

Customer

Authorized Signature _____
Date _____

Knife River is duly licensed and authorized to do business in the following states:

ID RCE# 46906, PWC-C-033799-U-1-2-3

WA UBI# 604239617

OR CCB# 221896

MT CCR# 241149

UT COL# 10780213-5501

NV NBI# NV20181187762

WY ID# 03702

Integrity Pump Solutions, Inc

4420 Capital St, Suite B
Caldwell, ID 83605
Phone: 208-649-8333



Repair Quote

Ship to:

Terrell Mendive
Middleton, City of
824 Whiffin Lane
Middleton, ID 83644

Bill To:

Middleton, City of
1103 W. Main St. P.O. Box 487
Middleton, ID 83644

<i>Quote #</i>	<i>Date</i>	<i>Salesman</i>	<i>Freight</i>	<i>Terms</i>	<i>Lead Time</i>
11451R	08/15/23	Ashley Wilks	FFA - Best Way	Net 30	8-10 Weeks

Inspection Report:

Started tearing down by removing the cable, which had a large amount of fluid in the plug. The fluid in the plug and cable have caused it to completely short out and overheat the pump. The pump has overheated so much that the outer paint on the motor housing has bubbled. With the motor overheating that, much will be recommending replacing the electrical components including the motor stator, rotor, plug, and cable. The volute and impeller are in fair shape. Did not see anything else with abnormal wear with pump components. For a complete rebuild will be needing seals, o-rings, bearing, as well as the electrical components mentioned above.

<i>Options</i>	<i>Item Description</i>	<i>Sale Price</i>
1 <input type="checkbox"/>	Middleton, City of, XFP80C CB1.5 PE28/4W SN 0023046 Repair To Include: ~ Repair Kit and Hardware ~ Cable Assembly ~ Thermal Block ~ Stator and Rotor ~ Motor Work ~ Clean and Paint ~ Labor	\$5,902.00 Repair cost is 94.20% of new unit
2 <input type="checkbox"/>	Replace with: Sulzer XFP 80C-CB1.5 PE 28/4W 230 LEAD TIME 1-2 WEEKS	\$6,265.66
3 <input type="checkbox"/>	Pay Open and Inspection Fee and Do Not Repair or Replace	\$360.00

Your selection of how to proceed with your Equipment Repair is subject to Integrity Pump Solutions' standard terms and conditions and credit approval which are attached and made part of this agreement. We appreciate your interest in our products and services and if you have any questions on our offerings please do not hesitate to call.

Signature

Accepted by (Name)

Date

Title

Thanks,

Ashley Wilks

Sales Manager
Integrity Pump Solutions



I: FORMATION OF CONTRACT: These standard terms and conditions of sale ("Terms and Conditions") together with the sales covenants, the general specifications, the technical specifications, and any addendum thereto, including any acknowledgement by Integrity Pump Solutions, inc. (referred to as "Integrity" from here on), comprise the "Proposal" or "Sales Quotation" (collectively the "Quotation"), which upon acceptance by Purchaser become the "Agreement." Subject to prior credit approval by Integrity (see "Payment Terms" section below), Purchaser may accept the Quotation through: (i) delivering a purchase order that incorporates the Quotation by reference and payment of the initial deposit; (ii) other written indication by Purchaser of its acceptance of the Quotation along with payment of the initial deposit; (iii) delivering a purchase order or other written indication by Purchaser of its acceptance of the Quotation and agreement by both parties on a standard progress payment plan that does not require an initial deposit (see "Credit Approval and Payment Terms" section below); or (iv) receipt by Purchaser of Integrity's acknowledgement without notice of rejection. The effective date of the Agreement shall be the date that Integrity communicates to Purchaser via Integrity's acknowledgement, in writing. Integrity's obligations under the Quotation or the Agreement shall not commence until the effective date. The scope of work for the Agreement is limited to the equipment, machinery, goods, engineering services (if applicable) and/or related commissioning services (if applicable) specifically set forth in the Agreement ("Equipment"). The scope of work does not include installation or any on-site services unless specifically identified as being included in the price in the Agreement. Any terms and conditions contained in any purchase order, plans and specifications, correspondence, or accompanying payment for delivery of the Equipment, which are different from or in addition to the Terms and Conditions herein, shall not be binding on Integrity, whether or not they would materially alter the Agreement, and Integrity Pump Solutions, inc., hereby objects to and rejects the same unless such terms and conditions are delivered to Integrity prior to Quotation and referenced in the Quotation.

Pricing does not include taxes, FOB point of manufacture with freight prepay and add. Pricing does not include any State, Sales, Use and/or other taxes as may be applicable to this project.

II: ESCALATION: The prices as quoted will be held firm through the quoted delivery period provided Integrity has received a written, technically complete, commercially acceptable purchase order from our customer and all the submittal data has been returned approved to Integrity within the 60 days from the date submitted and the equipment has been released to manufacture.

III: TERMS AND CONDITIONS: This proposal is valid for acceptance through fourteen (14) days from referenced bid date and is subject to the attached Integrity terms and conditions. If there are any differences between the Integrity terms and any part of the bid specifications, then the Integrity terms shall apply and take precedence. Integrity will not be responsible for any form of back charges or liquidated damages or any form for the above referenced project. Integrity will be willing to negotiate final terms and conditions with the awarded contractor after the bid date. Contractor will be liable for fees associated with Submittals if contract is terminated prior to release or delivery of equipment to the job site.

IV: WARRANTY: The Manufacturers standard warranty as per the attached terms and conditions shall apply to this proposal. Any form of push/pull charges associated with project due to warranty is not part of Integrity's Scope of Supply. Repairs come with a standard 90 day warranty, from ship date.

V: TERMS OF PAYMENT: Integrity's standard payment terms are net thirty (30) days from invoice date. Time is of the essence with respect to all payments. Payments that are outstanding more than ten (10) days from their respective due date shall bear an interest rate of one and one-half percent (1.5%) per month (eighteen percent (18%) annually) until fully paid, including any interest accruing thereon. If Integrity Pump Solutions, inc. chooses to turn any past-due balances over to a collection agency, Purchaser agrees to pay costs of the collection to the extent that is allowed by law for commercial accounts.

INTEGRITY PUMP SOLUTIONS, INC. TERMS & CONDITIONS

- 1. General:** These Purchase Terms and Conditions form a part defined or referenced as the Agreement. In case of conflicts and discrepancies between the Agreement and any other document, the parties' intent shall be inferred from the Agreement document read as a whole and the most strict and stringent clause or requirement of any part of the Agreement shall control, unless specifically stated otherwise. The Agreement reference will supersede all related documents, including but not limited to, invoices, packing slips, delivery receipts, and correspondence.
- 2. Acceptance:** BUYER shall be bound by this Agreement when it commences any performance hereunder. This Agreement expressly limits acceptance to the terms and conditions stated herein, including any and all attachments, exhibits, or other documents referenced. SELLER's conditions shall be deemed accepted in their entirety by commencement of any work hereunder or upon failure to notify SELLER in writing of exceptions within five (5) business days from date of issuance of this Agreement, whichever occurs first.
- 3. Termination for Convenience of BUYER.** BUYER retains the right to suspend or terminate this Agreement or any part thereof for its sole convenience. In the event of such termination, SELLER shall immediately stop all work hereunder, and shall immediately cause its suppliers or subcontractors to cease such work. BUYER will be responsible for reasonable termination charge consisting of a percentage of the Agreement price reflecting the percentage of the work properly delivered prior to the notice of termination plus actual direct costs resulting from termination, including cancellation charges directly associated with costs for items that are in production at time of cancellation. SELLER shall not be paid for any work done after receipt of the notice of termination which SELLER could reasonably have avoided, nor for any costs incurred by SELLER's suppliers or subcontractors which SELLER could reasonably have avoided.
- 4. Termination for Cause:** BUYER may also terminate this Agreement or any part hereof for cause in the event of any default by the SELLER or if the SELLER fails to comply with any of the terms and conditions of this Agreement. Late deliveries, delivery of goods which are defective or which do not conform to this Agreement, and failure to provide BUYER upon request of reasonable assurance of future performance shall all be causes allowing BUYER to terminate this Agreement for cause. In the event of termination for cause, BUYER shall not be liable to SELLER for any amount and SELLER shall be liable to BUYER for any and all damages sustained by reason of the termination.
- 5. Proprietary Information, Confidentiality, and Advertising:** BUYER shall consider all information furnished by SELLER to be confidential and shall not disclose any such information for any purpose other than performing this Agreement, unless BUYER obtains written permission from SELLER to do so. This restriction shall apply, but not be limited to, articles, drawings, specification, or other documents prepared by SELLER for BUYER in connection with this Agreement. SELLER shall not advertise or publish the fact that BUYER has contracted to purchase goods or services from SELLER, nor shall any information relating to the Agreement be disclosed without BUYER's written permission. Unless otherwise agreed in writing, commercial, financial or technical information disclosed in any manner or at any time by SELLER to BUYER shall be deemed secret or confidential.

6. Costs Included in Price: Unless otherwise specified, the price stated on this Agreement includes all charges and expenses of SELLER, including but not limited to packing, boxing, cartage, and any and all applicable taxes of federal, state, local government including, but not limited to, duty, excise tax, sales and use tax, occupational tax, processing tax, and manufacturing tax. SELLER agrees to accept in lieu of any tax that may be included in this Agreement, a tax exemption certificate or other evidence acceptable to the federal, state or local government and to reduce the price stated herein by the amount of such exempt tax.

7. Liens or Claims: The SELLER has the right to file a lien on the Project, then to the extent of any payments made. SELLER agrees as part of this Agreement, and for the consideration herein set forth, that SELLER will execute a general release waiving, upon receipt of final payment by SELLER, all claims, except those claims previously made in writing to BUYER and remaining unsettled at the time of final payment.

8. Affirmative Action: SELLER warrants that the goods and/or services covered by this Agreement will be produced in compliance with the requirements of applicable labor and employment laws, regulations, and orders.

9. Remedies: Each of the rights and remedies reserved by SELLER in this Agreement shall be cumulative and additional to any other or further remedies provided in law or equity or in this Agreement.

11. Setoff: No claims for money due or to become due from BUYER shall be subject to deduction or set off by the BUYER by reason of any claim arising out of this or any other transaction without the prior approval of the SELLER.

12. Shipment: Delivery charges are the responsibility of the BUYER. All freight will be shipped FOB Shipping point unless alternative agreements are assigned.

13. Delivery: Time is an important consideration of this Agreement. Deliveries of goods and/or rendering of services are to be made both in quantities and at terms specified on the face hereof, or upon release schedules furnished against this Agreement.

14. Title, Risk of Loss and Storage: Unless otherwise stated in this Agreement, title to the goods shall pass from SELLER to BUYER and/or Owner upon shipment and initial receipt of the goods by carrier. BUYER shall be responsible for loss or damage to work in transit and all goods to be furnished hereunder BUYER will be responsible for required storage of all goods if specified.

15. Applicable Law: The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the State of IDAHO.

16. Compliance with Laws: In accepting this Agreement SELLER warrants that it has and will continue during the performance of this Agreement to comply with the applicable provisions of all federal, state and local laws and regulations including, but not limited to:

- Fair Labor Standards Act of 1938, as amended.
- The Equal Employment Opportunity clause in Section 202 of Executive Order (E.O.) 11246, as amended and implementing rules and regulations (41 CFR) which are incorporated herein by reference, unless this Agreement is exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of E.O. 11246 or provisions of any superseding E.O..
- The Affirmative Action for Handicapped Workers Clause in (41 CFR, Part 60, Sub Section 741.4) and the implementing rules and regulations of the Department of Labor associated therewith which are incorporated herein by reference, unless this Agreement is under US \$2,500.
- The Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Clause (41 CFR, Part 60, Sub section 250.4) and the implementing rules and regulations of the Department of Labor associated therewith which are incorporated herein by reference, unless this Agreement is under US\$10,000.

17. Notice: All notices required to be given hereunder shall be deemed to be duly given by person delivering such notice or by mailing it, via reregistered or certified mail as follows. Notice to SELLER shall be at the address recorded on the face of this Agreement. Notice to BUYER shall be to the address appearing on the face of the Purchase Document.

18. Savings: If any provision of this Agreement is determined to be unenforceable or in contravention of any applicable law, such provision shall be deemed modified to the minimum extent required to bring such provision into compliance with said law.

19. Entire Agreement: This Agreement, including as applicable SELLER's proposal to the BUYER, constitutes the entire agreement between SELLER and BUYER and supersedes all prior or contemporaneous communications, representations, or agreements, oral or written, with respect to its subject matter. Any additional or different terms in SELLER's terms or proposal are hereby expressly rejected.

20. INSURANCE AND CLAIMS. If SELLER or its employees or agents come into Contractor's premises or Project in connection with this Agreement, SELLER agrees to carry (I) Commercial General Liability Insurance covering personal injuries (including death), both in commercially reasonable amounts. SELLER further agrees to provide and maintain Workers' Compensation, Insurance in conformity with the laws of the state in which such premises or Project is located and Employer's Liability Insurance.

21. DISPUTE RESOLUTION. Promptly after identification of a "claim" (a demand for monetary compensation or damages or time extension, arising from or relating to the Project), BUYER and SELLERS designated representatives shall meet and attempt to reach agreement upon a reasonable, compromise resolution of the claim. If any claim not involving the Owner remains unresolved after this attempt, BUYER & SELLER agree promptly to submit the matter to mediation by an experienced, mutually acceptable mediator within one hundred twenty (120) calendar days after the meeting of the parties' representatives, unless the parties both agree upon a longer period of time. The parties mutually agree that the resolution of the Arbitration will be fully binding. The parties shall share equally the mediator's fee for the mediation.

22. MUTUAL INDEMNIFICATION. Each Party shall defend, indemnify, and hold harmless the other Party, including affiliates and each of their respective officers, directors, shareholders, employees, representatives, agents, successors and assigns from and against all claims of Third Parties, and all associated losses or damages, to the extent arising out of (a) a Party's gross negligence or willful misconduct in performing any of its obligations under this Agreement, or (b) a material breach by a Party of any of its representations, warranties, covenants or agreements under this Agreement.

23. EXCLUSION OF CONSEQUENTIAL DAMAGES. In no event shall Integrity be liable for any punitive, exemplary or other special damages, or for any indirect, incidental or consequential damages (including for lost profits, work stoppages or lost business opportunity) arising under or in relation to this Agreement, whether arising under breach of contract, tort or any other legal theory, and regardless of whether the Company has been advised of, knew of, or should have known of the possibility of such damages.



City of Middleton

1103 W. Main, Middleton, ID 83644

208-585-3133 www.middletoncity.com

On-Call Professional Services Task Order

Consultant Name:	Precision Engineering
Task Order Number:	Precision #5
Project Number:	P22-24 9 th Street and Sidewalk Extension to Cemetery
Scope of work:	Design of the 9 th Street and Sidewalk connection to Cemetery Road as described in Precision Engineering's Scope of Work, Budget & Schedule dated August 28, 2023.
Budget for Services:	Lump Sum Not to Exceed \$55,463.00.
Schedule:	Scope of Work, Budget & Schedule letter dated August 28, 2023
Budget Code:	02-431-430 Streets – Prof Fees Engineer
Primary City Contact:	Jason Van Gilder, Public Works Director

Consultant Acceptance		
Title	Name	Date
Authorization (<i>Mayor's signature required only for tasks in excess of \$4,999</i>)		
Title	Signature	Date
Public Works Director:		
Treasurer:		
Mayor:		

August 28, 2023

Mr. Jason Van Gilder, P.E.
Public Works Director
City of Middleton (COM)
1103 West Main St
Middleton, ID 83644

Re: 9TH STREET EXTENSION: SCOPE, SCHEDULE, AND BUDGET
PROJECT NO: 23015

Dear Mr. Van Gilder,

Please find below our Scope of Work and budget to design the 9th Street extension to Cemetery Road. Thank you for the opportunity and we look forward to working with you and COM on this project. Please review this information and contact our office with any questions.

The purpose of this project is to extend 9th Street from the current west stub to the intersection of Cemetery Road. This will be constructed as an urban section with vertical curb and gutter with sidewalk and provide sufficient storm drain treatment, approximately 600 linear feet of roadway improvements and intersection connection. The proposed limits consist of the following:

For estimating purposes, we assume that the improvements consist of the following:

- Construct new roadway section to full depth, curb gutter and sidewalk, and ADA pedestrian ramps.
- We assume the typical section will be a local road section unless determined otherwise as the design progresses.
- New pavement markings and signage to be installed as necessary for the proposed improvements.
- The roadway drainage will be collected and treated in the urban section, curb and gutter (it is assumed the treatment method will be subsurface infiltration). This scope of work does NOT include the design of a storm drain detention/retention pond.
- There are no visual signs of gravity irrigation, but we will evaluate and adjust or relocate the existing gravity irrigation as needed.
- No additional Right-of-Way is anticipated and is not included in this scope of work
- We will prepare the plans, specifications and estimate to ISPWC and COM format.
- Plans to be prepared utilizing sheet size 22"x34", all submittals will be PDF format, hard copies will not be provided.
- To minimize design cost, this scope of work does not include a Concept or Prelim Design submittal, after receiving NTP, Precision will proceed directly to the Final Design Submittal.
- In our discussion with the City the Middleton School District maybe intersected in have their gravel parking lot redesign. This scope of work is limited to only the topographic survey of the area needed to redesign the school parking lot. Any design associated with the school site is NOT included in this scope of work and would be completed as a supplemental to this scope of work.



The following represents Precision Engineering's understanding of the tasks required to execute Scope of Work:

SCOPE OF WORK

TASK I – Field Surveys (Civil Survey Consultants)

Civil Survey Consultants (CSC) will complete the topographical survey for this project. In an effort to expedite the project, this task has already received NTP by the City, refer to attached email dated 8/24/2023. Precision will coordinate all work with CSC as needed.

TASK II – Geotechnical Investigation (Atlas)

A geotechnical report will not be prepared for this project, Atlas will determine the high ground water elevation and infiltration rate for the sub surface drainage design. It is assumed this will be limited to one exploratory pit within the existing City right-of-way. The typical section will consist of the following Local Roadway Typical Section or as approved by the City of Middleton. A geotechnical analysis will not be completed to determine the roadway typical section.

- 3-inches of Plant Mix Pavement
- 6-inches of Crushed Aggregate Base Type 1
- 15-inches of 6" Minus Uncrushed Aggregate Base

TASK III – Final Design

1. **Final Roadway Design:** We will perform preliminary roadway design based on the approved concept design. We will design the vertical alignment for the improvements of the roadway section.
 - 1 – Title Sheet
 - 1 – Typical Section Sheet
 - 1 – Plan and Profile Sheet
 - 1 – Intersection Plan Sheet
 - 2 – Grading and Detail Sheet
2. **Final Drainage Design:** We will design the storm drainage to accommodate the new roadway segment in the proposed curb and gutter, collected and treated for subsurface infiltration. We will prepare a drainage report, using the infiltration rates provided by the Geotechnical Engineer. The report will provide the drainage calculations, drainage area, method of treatment and disposal.
 - 1 – Drainage Report and Calculations
 - 1 – Storm Drain and Gravity Irrigation Profile Sheet
 - 1 – Detail Sheet
3. **Special Provisions, Construction Cost Estimate and Bid Schedule:** We will prepare the following deliverables for the Final Design Review Submittals:
 - Special Provisions
 - Construction Cost Estimate
 - Bid Schedule
4. **Final Design Review Submittal:** We will perform an internal review of the submittal. We will submit the plans, specifications and estimate for the Final Design Review. COM to transmit review documents to all appropriate entities as they deem necessary.

- 1 - Set of Construction Plans
 - 1 - Set of the Special Provisions
 - 1 - Set of the Bid Schedule
 - 1 - Final Design Review Engineer's Construction Cost Estimate
5. **Final Design Review Meeting:** We will attend the Final Design Review Meeting and prepare a summary of, and responses to, the review comments to be submitted with the PS&E Submittal. The deliverable for this task is:
- Summary of Final Design Review Comments
6. **PS&E Submittal:** We will address the Final Design Review comments on the drawings, special provisions, bid schedule and construction cost estimate. We will perform an internal review of the submittal and prepare and submit the PS&E Submittal:
- 1 - Set of Signed and Sealed 22"x34" Construction Drawings
 - 1 - Set of Signed and Sealed Special Provisions
 - 1 - Bid Schedule
 - 1 - Construction Cost Estimate
 - Summary of Final Design Review Comments

TASK IV – Right-of-Way

1. **Additional Right-of-Way and Acquisition:** It is assumed that all work will be completed within the existing Right-of-Way and is not included in this Scope of Work or budget. Work for this task shall be covered under a supplemental to this agreement.

TASK V – Project Management

1. **Coordination and Meetings:** We will meet with COM on an as-needed basis to discuss project status and any outstanding issues, and coordinate with COM regarding data requests and project procedures. We will meet and coordinate with sub-consultants as needed.
2. **Utility Coordination:** We will coordinate with the Utility companies as needed to obtain field locates and facility maps.
3. **Project Management:** We will prepare and submit monthly invoices, status reports. We will provide general project oversight and administration. The deliverable for this task is:
- Monthly Payment Request with Status Report

SWPPP (CONTRACTOR SUPPLIED)

The Project Special Provisions will include and identify that the Contractor shall prepare and provide the SWPPP plan for approval by the COM prior to beginning construction.

BID SUPPORT/CONSTRUCTION ADMINISTRATION (OPTIONAL SERVICES)

Bid Support/Construction Administration is not included in this Scope of Work or budget. Work for this task shall be covered under a supplemental to this agreement.

PROJECT SCHEDULE

The follow are the anticipated project Milestones subject to change due to notice to proceed date and unforeseen weather for surveying:

Project Milestone	Completion Date
Notice to Proceed (Assumed)	August 31, 2023
Topographic Survey	September 15, 2023
Geotechnical Design	September 15, 2023
Final Design Submittal	November 17, 2023
PS&E Submittal	January 12, 2024

Sincerely,



Joel Grounds, P.E., PTOE
Principal Engineer

BUDGET (LUMP SUM)

LABOR HOURS		Principal Engineer	Project Engineer	Staff Engineer	TOTAL
TASK 1	FIELD SURVEYS (Civil Suvery)				
1.1	Survey Coordination	2	0	0	2
	TASK 1 TOTAL	2	0	0	2
TASK 2	Geotechnical Investigation (Atlas)				
2.1	Geotechnical Coordination	2	0	0	2
	TASK 2 TOTAL	2	0	0	2
TASK 3	FINAL DESIGN				
3.1	Final Roadway Design				
	Prepare Design Base Files	0	24	10	34
	Title Sheet (1)	0	0	1	1
	Typical Section Sheet (1)	0	4	8	12
	Plan and Profile Sheet (1)	4	10	24	38
	Intersection Plan Sheet (1)	4	16	0	20
	Grading and Detail Sheets (2)	4	24	0	28
3.2	Drainage Design				
	Drainage Calcs and Report	8	24	0	32
	Final Drainage Profiles and Details (2 Sheets)	0	8	32	40
3.3	Special Provisions, Cost Estimate and Bid Schedule	0	4	12	16
3.4	Final Design Review Submittal	2	4	0	6
3.5	Final Design Review Meeting	1	0	0	1
3.6	Prepare PS&E Bid Package	16	18	40	74
	TASK 3 TOTAL	39	136	127	302
TASK 4	RIGHT-OF-WAY (Not Required)				
	TASK 4 TOTAL	0	0	0	0
TASK 5	PROJECT MANAGEMENT				
5.1	Coordination and Meetings	4	0	0	4
5.2	Project Management / Invoicing	8	0	0	8
	TASK 5 TOTAL	12	0	0	12
TOTAL LABOR HOURS		55	136	127	318
BUDGET					
			HOURLY	TOTAL	TOTAL
	LABOR		RATE	HOURS	COST
	Principal Engineer (PE, PTOE)		\$180.00	55	\$ 9,900
	Project Engineer (PE)		\$165.00	136	\$ 22,440
	Staff Engineer (EIT)		\$125.00	127	\$ 15,875
	TOTAL LABOR			318	\$ 48,215.00
	SUBCONSULTANTS				
	Topographic Survey (Civil Survey)				\$ 3,000.00
	Geotechnical Engineering (Atlas)				\$ 4,248.00
	TOTAL SUBCONSULTANT				\$ 7,248.00
TOTAL LUMP SUM BUDGET					\$ 55,463.00

Joel Grounds

From: Jason VanGilder <jvangilder@middletoncity.com>
Sent: Thursday, August 24, 2023 8:26 AM
To: Joel Grounds; Becky Crofts
Subject: RE: Field survey to be completed on Friday

Thank you,

Please proceed.

Thank you,
-Jason

Jason Van Gilder, PE
Public Works Director
[CITY OF MIDDLETON](#)
1103 W. Main St.
Middleton, ID 83644
208.585.3133 (Main)
jvangilder@middletoncity.com

From: Joel Grounds <joel@precisionengineeringllc.com>
Sent: Wednesday, August 23, 2023 3:21 PM
To: Jason VanGilder <jvangilder@middletoncity.com>; Becky Crofts <bcrofts@middletoncity.com>
Subject: Field survey to be completed on Friday

Civil Survey will be on site to complete the survey on Friday, I get the scope email and cost to you by the end of the day Friday, but they are going to complete the survey for \$3,000.00. I directed them to proceed. If there is a reason for them not to start please let me know.

Thank you

Joel Grounds, P.E., PTOE
Principal Engineer | **Precision Engineering, LLC**
379 E Shore Drive, Ste 120 | Eagle, ID 83616 | Office: 208.938.1695
Cell: 208.859.0485 | website: www.precisionengineeringllc.com

RESOLUTION NO. 486-23

RESOLUTION OF THE MIDDLETON CITY COUNCIL, PURSUANT TO IDAHO CODE § 50-2015(a) AND (b), AUTHORIZING EXECUTION AND DELIVERY OF A WARRANTY DEED FOR THE TRANSFER OF REAL PROPERTY HEREINAFTER DESCRIBED FROM THE CITY OF MIDDLETON, IDAHO, AN IDAHO MUNICIPAL CORPORATION, TO THE MIDDLETON URBAN RENEWAL AGENCY, A PUBLIC BODY CORPORATE AND POLITIC, ORGANIZED AND EXISTING PURSUANT TO THE IDAHO URBAN RENEWAL LAW, CHAPTER 20, TITLE 50, IDAHO CODE.

WHEREAS, the Middleton Urban Renewal Agency (“**Agency**”) is the duly authorized urban renewal agency of the City of Middleton, Idaho, created by and existing under the authority of and pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code Title 50, Chapter 20, as amended and supplemented;

WHEREAS, the City of Middleton, Idaho (“**City**”) has adopted an urban renewal plan (“**Plan**”) for the MURA East urban renewal project area (“**Area**”) that will rehabilitate and develop the Area;

WHEREAS, the Plan contemplates the acquisition, management, development, and/or disposition of real property in effectuating redevelopment of the Area;

WHEREAS, pursuant to Idaho Code § 50-2015(a) and (b), the City has the authority to convey real property, with or without consideration, to the Agency, for the purpose of aiding in the planning, undertaking or carrying out of the Plan;

WHEREAS, City owns the following described real property:

A parcel of land located in Section 7, Township 4 North, Range 2 West of the Boise Meridian, Middleton, Canyon County, Idaho, being more particularly described as follows:

Commencing at the quarter corner common to Sections 7 and 8, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho; thence North 89°48'48" West 1319.30 feet to the Southeast corner of the Southwest quarter of the Northeast quarter of said Section 7; thence North 00°39'15" East 1076.54 feet along the East line of the West half of the Northeast quarter of said Section 7 to the Northeast corner of Middleton Lakes Subdivision No. 1, the Real Point of Beginning of this description; thence along the Northerly boundary of Middleton Lakes Subdivision No. 1 and Middleton Lakes Subdivision No. 2 the following:
South 59°32'15" West 20.27 feet to a point of curvature; thence 143.88 feet along a curve to the left, said curve having a radius of 140.00 feet, a delta angle of 58°53'00", a tangent

of 79.02 feet and a chord bearing South 30°05'45" West 137.63 feet to a point of tangency; thence
South 00°39'15" West 566.82 feet to a point; thence
North 89°49'53" West 2084.62 feet to a point on the centerline of the Mill Canal, leaving the boundary of Middleton Lakes Subdivision No. 2; thence
North 50°19'25" East 387.44 feet to a point of curvature; thence 214.90 feet along a curve to the right, said curve having a radius of 309.02 feet, a delta angle of 39°50'45", a tangent of 112.00 feet and a chord bearing North 70°14'47" East 210.60 feet to a point of tangency; thence
South 89°49'53" East 457.01 feet to a point of curvature; thence 181.79 feet along a curve to the left, said curve having a radius of 175.52 feet, a delta angle of 59°20'38", a tangent of 100.00 feet and a chord bearing North 60°29'49" East 173.78 feet to a point of tangency; thence
North 30°49'31" East 204.74 feet to a point of curvature; thence 273.06 feet along a curve to the right, said curve having a radius of 265.42 feet, a delta angle of 58°56'45", a tangent of 150.00 feet and a chord bearing North 60°17'54" East 261.18 feet to a point of tangency; thence
North 89°46'17" East 741.37 feet to a point on the East line of the West half of the Northeast quarter of said Section 7, leaving the centerline of the Mill Slough; thence
South 00°39'15" West 20.97 feet along said East line to the Real Point of Beginning;

and

WHEREAS, the execution of the attached Warranty Deed by the City, transferring the above-described real property to the Agency will aid in the undertaking and carrying out of the Plan.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Middleton, Canyon County, Idaho, that the attached Warranty Deed for the above-described real property, consisting of approximately 20 acres, from the City to the Agency, is hereby **APPROVED** and the Mayor is authorized to execute and deliver the same subject to the following conditions:

- a. Agency shall seek private development of the site, alone or in conjunction with adjoining property, pursuant to a request for proposals process as outlined in Idaho Code 50-2011(b).
- b. Agency may, in its discretion, sell the property for its reuse appraisal value provided that at the time of closing Agency shall pay to City the greater of 1) the net sale revenue recovered, or 2) the sum of \$387,783.45.
- c. The Mayor is authorized to execute and deliver the fully executed Warranty Deed upon payment, or arrangements for payment out of an authorized escrow, of the sum set forth in the preceding paragraph.

PASSED BY THE COUNCIL OF THE CITY OF MIDDLETON, IDAHO, this 6th
day of September 2023.

APPROVED BY THE MAYOR OF THE CITY OF MIDDLETON, IDAHO, this 6th
day of September 2023.

APPROVED

By _____
STEVE RULE, Mayor

ATTEST:

By _____
City Clerk

WARRANTY DEED

The CITY OF MIDDLETON, IDAHO, an Idaho municipal corporation of 1103 West Main Street, Middleton, Canyon County, Idaho 83644, Grantor, hereby CONVEYS, GRANTS and WARRANTS to MIDDLETON URBAN RENEWAL AGENCY, an independent public body corporate and politic of the State of Idaho, of 1103 West Main Street, Middleton, Canyon County, Idaho 83644, Grantee, for the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, pursuant to the authority set forth in Idaho Code § 50-2015(a) and (b), the following described tract of land in Canyon County, Idaho:

A parcel of land located in Section 7, Township 4 North, Range 2 West of the Boise Meridian, Middleton, Canyon County, Idaho, being more particularly described as follows:

Commencing at the quarter corner common to Sections 7 and 8, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho; thence

North 89°48'48" West 1319.30 feet to the Southeast corner of the Southwest quarter of the Northeast quarter of said Section 7; thence

North 00°39'15" East 1076.54 feet along the East line of the West half of the Northeast quarter of said Section 7 to the Northeast corner of Middleton Lakes Subdivision No. 1, the Real Point of Beginning of this description; thence along the Northerly boundary of Middleton Lakes Subdivision No. 1 and Middleton Lakes Subdivision No. 2 the following:

South 59°32'15" West 20.27 feet to a point of curvature; thence 143.88 feet along a curve to the left, said curve having a radius of 140.00 feet, a delta angle of 58°53'00", a tangent of 79.02 feet and a chord bearing South 30°05'45" West 137.63 feet to a point of tangency; thence

South 00°39'15" West 566.82 feet to a point; thence

North 89°49'53" West 2084.62 feet to a point on the centerline of the Mill Canal, leaving the boundary of Middleton Lakes Subdivision No. 2; thence

North 50°19'25" East 387.44 feet to a point of curvature; thence 214.90 feet along a curve to the right, said curve having a radius of 309.02 feet, a delta angle of 39°50'45", a tangent of 112.00 feet and a chord bearing North 70°14'47" East 210.60 feet to a point of tangency; thence South 89°49'53" East 457.01 feet to a point of curvature; thence 181.79 feet along a curve to the left, said curve having a radius of 175.52 feet, a delta angle of 59°20'38", a tangent of 100.00 feet and a chord bearing North 60°29'49" East 173.78 feet to a point of tangency; thence North 30°49'31" East 204.74 feet to a point of curvature; thence 273.06 feet along a curve to the right, said curve having a radius of 265.42 feet, a delta angle of 58°56'45", a tangent of 150.00 feet and a chord bearing North 60°17'54" East 261.18 feet to a point of tangency; thence North 89°46'17" East 741.37 feet to a point on the East line of the West half of the Northeast quarter of said Section 7, leaving the centerline of the Mill Slough; thence

South 00°39'15" West 20.97 feet along said East line to the Real Point of Beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. The said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said premises; that said premises are free from all encumbrances except for general taxes and assessments for the current year and subsequent years, covenants, conditions, restrictions, use restrictions, use requirements, reversionary interests and easements of record, and that it will warrant and defend the same from all lawful claims whatsoever.

WITNESS the hand of said Grantor this ____ day of _____, 2023.

CITY OF MIDDLETON, IDAHO

By: _____
STEVEN RULE, Mayor

Attest:

City Clerk

STATE OF IDAHO)
) ss.
COUNTY OF CANYON)

On _____, 2023, before me the undersigned, a Notary Public in and for said State personally appeared STEVEN RULE, known or identified to me to be the Mayor of the City of Middleton, Idaho, that executed the said instrument, and acknowledged to me that such City of Middleton executed the same.

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

SEAL

NOTARY PUBLIC FOR IDAHO
Residence: _____
My Commission expires: _____



PROFESSIONAL PLANNING SERVICES AGREEMENT

between

Downtown Redevelopment Services, LLC

and

City of Middleton

THIS PROFESSIONAL PLANNING SERVICES AGREEMENT ("Agreement"), made, entered into, and signed on this the ____ day of _____, ____ ("Effective Date"), by and between Downtown Redevelopment Services, LLC, an Ohio limited liability company ("Consultant") and City of Middleton("Client").

WITNESSETH:

WHEREAS, Client desires to engage a qualified and experienced planning consultant to furnish professional and technical services for a project known as Middleton Comprehensive Plan Update ("Project"); and

WHEREAS, Consultant has represented to Client that it is qualified and experienced to perform the services described herein, and has available the personnel and facilities necessary to accomplish the work within the required time frame; and

WHEREAS, Client and Consultant acknowledge that the Project is subject to certain requirements of law.

NOW, THEREFORE, Client and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

Client and Consultant agree that the Project is as described in Exhibit A, which is attached to and incorporated herein by reference, and entitled the "Scope of Work." Client and Consultant recognize that during the course of performing the services under this Agreement, the Project may need to be reduced, expanded, or otherwise modified.

II. SCOPE OF CONSULTING SERVICES:

Consultant agrees to perform those professional, technical, and other services described in Exhibit A and in any written amendments to this Agreement. Unless modified in writing by both



parties, the duties of Consultant shall not be construed to exceed those services specifically set forth herein.

A. Scope of Consulting Services. Consultant agrees to perform those tasks (“Work”) described in the documents entitled Scope of Work which is attached hereto and incorporated herein as Exhibit A. Consultant shall obtain any necessary permits and licenses required for the performance of Consultant’s work, if any such permits or licenses are required by law.

B. Change of Scope of Consulting Services. Client may, at any time during the term of this Agreement, make requests for changes to scope of the consulting services provided under this Agreement and its technical provisions. If any such change causes any increase or decrease in Consultant's cost of performing any part of its obligations under this Agreement, upon Consultant’s request and Client’s written authorization, an equitable adjustment shall be made in the contract price, and a written amendment of such adjustment shall be made. Any claim by Consultant for an equitable adjustment shall be made in writing and delivered to Client prior to proceeding with the additional services. No additional services shall be performed until written authorization is received from Client. Nothing in this paragraph shall excuse Consultant from proceeding with performance of its obligations under this Agreement in accordance with the original terms and conditions contained herein and any approved changes unless the proposed additional services will make proceeding in accordance with the original or previously approved obligations unnecessary or impracticable.

C. Opinions of Costs. Any opinions of probable costs prepared by Consultant represent Consultant’s best judgment as a professional familiar with the industry. Client recognizes that Consultant has no control over costs or the prices of labor, equipment, or materials, or over a contractor’s method of pricing. Consultant makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.

III. CONTRACT TERM

A. Contract Term. The term of the contract is set forth on the Scope of Work attached to and incorporated within this Agreement as Exhibit A.

B. Completion Date. Consultant shall commence the Work under this Agreement on a date established by an exhibit to this Agreement (“Commencement Date”), such exhibit is attached to and incorporated within this Agreement as Exhibit B. Consultant shall complete the Work no later than the date established by an exhibit to this Agreement (“Completion Date”), such exhibit is attached to and incorporated within this Agreement as Exhibit B. If, however, such Commencement Date or Completion Date is impractical due to changes in Consultant’s scope of work, the Commencement Date or Completion Date shall be adjusted equitably as agreed by the parties. Delays beyond the reasonable control of Consultant due to acts of God,



acts of war or terrorism, fire or other casualty, shall, notwithstanding anything to the contrary contained herein, excuse the performance of Consultant and delay the Completion Date for a period equal to such prevention, delay, or stoppage.

IV. SCOPE OF CLIENT SUPPORT:

Client agrees to provide the following:

A. All criteria and full information as to Client's requirements for the Project.

B. Available information and data pertinent to the Project.

C. Timely reviews of work product.

D. Client shall appoint a Client's project manager with respect to work to be performed under this Agreement who shall monitor compliance with all terms and conditions stated herein. All requests for information from or a decision by Client on any aspect of the work shall be directed to the project manager. Said Client's project manager shall have complete authority to transmit instructions, receive information, and interpret and define Client's policies. Consultant shall be entitled to rely on representations made by said Client's project manager unless otherwise directed in writing by Client.

E. Client shall review requests for information related to the Project by Consultant and will endeavor to provide a prompt response to minimize delay in the progress of Consultant's work. Client will also endeavor to keep Consultant advised concerning the progress of Client's review of the work.

F. Unless included in Consultant's services as identified in Article II, Client will furnish without charge, upon Consultant's reasonable request, the following information to the extent it is within Client's possession or control:

(i) Such maps, records, laboratory tests, survey ties, benchmarks, or other data pertinent to the services to be rendered by Consultant;

(ii) Available data relative to policies, regulations, standards, criteria, studies, etc., relevant to the Project;

(iii) When required, title searches, legal descriptions, detailed ALTA Surveys, and environmental assessments.

G. Provide Consultant's personnel with access to the Project site to allow timely performance of the work required by this Agreement.



V. AUTHORIZATION AND PROGRESS:

Client grants specific authorization for Consultant to proceed with the Work described in Exhibit A on the Commencement Date set forth in Exhibit B.

VI. COMPENSATION

Compensation for services provided by Consultant pursuant to Article II hereof and reimbursement of expenses incurred by Consultant shall be as set forth in Exhibit C, Compensation and Terms and Conditions of Payment, which is attached hereto and incorporated herein by reference. If the scope of work, or the extent or character of the Project is changed materially through no fault of Consultant, the amount of compensation to Consultant provided for herein shall be subject to equitable and mutually agreed upon adjustment.

VII. RESPONSIBILITY OF CONSULTANT, LIMITATION OF LIABILITY

A. Professional Services. Consultant is employed to render professional and technical services only, and any payments made to Consultant are compensation solely for such services rendered and recommendations made in carrying out the Work. Consultant shall follow the standard of care applicable to the practice of the consulting profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations. Consultant shall perform its services in accordance with generally accepted standards and practices customarily utilized by competent consulting firms in effect at the time Consultant's services are rendered. To the fullest extent permitted by law and notwithstanding any other provision of this Agreement, the total liability in the aggregate, of Consultant and its officers, directors, members, employees, agents, and subconsultants, and any of them to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arises out of, resulting from or in any way related to the Project or this Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of Consultant and its officer, directors, members, employees, agents, or subconsultants, or any of them shall not exceed the amount of \$25,000 or Consultant's fee, whichever is greater.

B. Consultant shall promptly pay all bills incurred by the Consultant in the performance of the Work hereunder, including, without limitation, bills for labor, services, equipment, and materials provided to Consultant. Consultant shall not cause any lien or charge to be fixed, filed, or otherwise assessed against the Client or the Client's property. In the event any such lien or charge is asserted or filed against the property, Consultant shall cause such lien or charge to be discharged promptly



C. Except as otherwise authorized by Client and except as is reasonably necessary for Consultant to perform its Work hereunder, all communication between Consultant and the Client's end-users shall be forwarded through or with the knowledge of Client.

VIII. INDEMNIFICATION:

A. Client and Consultant mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability, or cost, including reasonable attorneys' fees and costs of defense, arising from their own negligent acts, errors, or omissions in the performance of their services under this Agreement, to the extent that each party is responsible for such damages, liabilities, and costs on a comparative basis of fault.

B. Client and Consultant further agree to hold their hired or contracted consultants, professional service providers, and other providers liable for any damages, liabilities, and costs resulting from such consultants' and providers' negligent acts, errors, or omissions in the performance of such consultant's and providers' services in design or implementation of work for Client or Consultant.

C. Regardless of any other term of this Agreement, in no event shall either party be responsible or liable to the other for any incidental, consequential, or other indirect damages.

IX. INSURANCE

Prior to the start of the Work, Consultant shall procure and maintain in force for the duration of this Agreement, Commercial General Liability Insurance, Commercial Automobile Liability Insurance, Workers' Compensation Insurance on Consultant's employees performing work on the Project, and Professional Liability Insurance. To the extent permitted by such insurers, Client shall be named as an additional insured on the policies, as applicable to this Project, except Workers' Compensation insurance and professional liability insurance. All policies must be placed with a carrier rated not less than A-VII by A. M. Best.

A. Minimum Limits of Insurance.

1. Commercial General Liability with a combined bodily injury and property damage coverage limit of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The aggregate must be applicable on a per project basis.

2. Commercial Automobile Liability insurance covering the use of all owned, non-owned and hired vehicles with a combined bodily injury and property damage limit of \$1,000,000.

3. Workers' Compensation or employer's liability insurance with limit of the minimum required by law.



4. Consultant shall also maintain professional liability insurance in an amount of not less than \$1,000,000 per claim to cover damages resulting from errors or omissions of Consultant. Such coverage shall be maintained for the duration of the services provided hereunder and for one (1) year after termination of this Agreement, and Consultant shall provide Client with additional certificates of insurance to evidence such coverage throughout said period.

B. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to Client and accepted by Client. At Client's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

C. Insurance Certificates. An insurance certificate must be furnished by Consultant to Client. Endorsements showing Client as an additional insured where applicable must be endorsed with the following statement in substantially the following form: "Coverage afforded will not be cancelled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to Client and to each other additional insured to whom a certificate of insurance has been issued." Written notice for cancellation due to non-payment of premium will be within 10 days.

D. Client's Right to Information. Client shall have the right to request and to receive, within ten (10) working days, information on any or all of the above policies or endorsements.

X. SUBCONTRACTS

Consultant shall be entitled, to the extent determined appropriate by Consultant, to subcontract any portion of the Work to be performed under this Agreement. Consultant shall be responsible for all work products and actions of all of Consultant's subcontractors. Subcontractors must comply with the same insurance requirements as the Consultant.

XI. SUSPENSION OF WORK

Client may suspend, in writing, all or a portion of the Work. Consultant may request that the Work be suspended by notifying Client, in writing, of circumstances that are interfering with the normal progress of work. Consultant may suspend work on Project in the event Client does not pay any invoice when due. The time for completion of the Work shall be extended by the number of days work is suspended. If any period of suspension exceeds 90 days, the parties are granted the option to terminate work on the suspended portion of Project in accordance with Article XII.

XII. TERMINATION OF WORK



A. Client or Consultant may terminate work hereunder if the other party fails to perform in accordance with the provisions of this Agreement by providing at written notice pursuant to Article XII.B to the other party by certified mail with receipt for delivery returned to the sender.

B. In the event of a party's default, non-performance, or breach, the other party agrees to, before exercising any right or remedy available to it, give written notice of the default, non-performance or breach to the defaulting party. For the fifteen (15) days following such notice, the defaulting party shall have the right to cure such default, nonperformance, or breach. If the defaulting party fails to cure the default, non-performance, or breach within the fifteen (15) day period, the other party may terminate its work. If Consultant fails to cure within the fifteen (15) day period, then immediately after receiving notice of termination from Client, Consultant shall perform such additional work as is necessary for the orderly filing of documents and all finished or unfinished documents, maps, studies, work papers, and reports prepared by Consultant under this Agreement shall be the sole property of Client upon payment by Client to Consultant of all sums due for Work performed on the Project by Consultant. Unless otherwise agreed in writing by the parties, the time spent by Consultant on such additional work shall not exceed five percent (5%) of the time expended by Consultant on the Project prior to the effective date of termination. Consultant shall be compensated for work performed prior to the effective date of termination, plus work required for filing and closing as described in this Article XII, plus all unpaid reimbursable expenses.

XIII. CONFLICT OF INTEREST

A. Consultant certifies that, to the best of its knowledge, no circumstances exist which will cause a conflict of interest in performing the services required by this Agreement, that no official or employee of Client, nor any public agency or official affected by this Agreement, has any pecuniary interest in the business of Consultant or its subcontractors and that no person associated with Consultant or its subcontractors has any interest that would conflict in any manner or degree with the performance of this Agreement.

B. Should Consultant become aware of any circumstances which may cause a conflict of interest during the term of this Agreement, Consultant shall immediately notify Client.

C. Consultant warrants that Consultant and Consultant's subcontractor(s) have not employed or retained any company or person other than a bona fide employee, working solely for Consultant or its subcontractor(s) to solicit or secure this Agreement and that Consultant and Consultant's subcontractor(s) have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for Consultant or its subcontractor(s) any



fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of this Agreement.

D. Consultant shall include the terms and conditions of Paragraphs A, B and C of this Article in all subcontractor agreements for work to be performed under this Agreement.

XIV. DOCUMENTS

A. Neither Client nor the Consultant shall make changes in the other's drawings and specifications or reports without the written permission of the other party. Consultant shall have no responsibility or liability for any revisions made to the drawings and specifications or reports without Consultant's permission.

B. Upon payment to Consultant of all sums due for work performed on the Project by Consultant, original documents, whether paper or electronic media, such as reports, plans, drawings, specifications, designs and survey notes developed in connection with the services performed hereunder belong to and remain the property of Client but Consultant shall have the unlimited right to use such drawings, specifications, and reports and the intellectual property therein. Client shall not reuse or make any modifications to the plans and specifications without prior written authorization by Consultant. Client hereby releases Consultant from all damages, claims, and losses arising out of any use of such original documents by Client other than for information and reference in connection with the use, operation and occupancy of the Project by Client and others. Client further agrees that Client will not hereafter disseminate any of such original documents or copies thereof for use by other parties in connection with consulting services. Nothing stated herein shall prevent Consultant from using its copies of such documents in connection with rendering professional services provided that in so doing no confidential information of Client is disclosed to such other client or any other party.

C. Consultant agrees that any electronic or other documents provided to the Consultant by the Client for the Consultant's use on the Project belong to and remain the property of the Client. Except as necessary for the Project, Consultant will not disseminate any such documents to third parties without the Client's written approval and will not make use of any such documents in connection with rendering professional services relative to the construction of other facilities for other clients.

XV. CONSULTANT TO COOPERATE

If Client undertakes or awards other contracts for additional related work, Consultant shall cooperate with such other consultants or other independent contractors of Client and the Client's employees, and to the extent reasonably practical Consultant shall fit its own work to such



additional work as may be directed by Client. To the extent reasonably practical, Consultant shall not commit or permit any act which will interfere with the performance of work by any other consultant or independent contractor of Client or any employee of Client. Neither the professional activities of Consultant, nor the presence of Consultants or its employees and subconsultants at a construction site shall relieve the general contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods sequences, techniques or procedures necessary for performing, superintending, or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. Consultant has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions. Client agrees that the general contractor is solely responsible for jobsite safety and warrants that this intent shall be made clear in the Client's agreement with the general contractor. Client also agrees that Consultant shall be indemnified and shall be made additional insureds under the general contractor's general liability insurance policy.

XVI. COMPLIANCE WITH LAW

Consultant shall observe and render services in conformance with applicable laws, ordinances, codes, rules, and regulations of federal, state, and local governments, and any subdivision thereof, and the rules and regulations of any lawful regulatory body acting thereunder in connection with the services performed hereunder.

XIX. AUDITS AND INSPECTORS

A. All services performed by Consultant shall be subject to the general administration, coordination, and inspection of the Client at all reasonable times. In coordination with Consultant, Client shall provide sufficient, safe, and proper facilities at all times for construction services and construction contractors. Consultant shall furnish inspection of the work and shall furnish all information concerning the services. To the extent reasonably practical, Consultant's services shall be performed in character, sequence, and timing so that they will be coordinated with those of the Client. At any time during normal business hours and as often as Client may deem reasonably necessary, Consultant shall make available to Client and/or employees and representatives of Client for examination all of Consultant's records with respect to matters covered by this Agreement. Consultant shall also permit Client and/or employees and representatives of Client to audit, examine, and make copies, excerpts or transcripts of such records relating to matters covered by this Agreement. Client's right to audit and inspect Consultant's records shall not include the right to obtain employment records deemed



confidential due to state or federal restrictions nor the right to audit the financial make-up of lump sum prices or fixed rates for fringe benefits, overhead, or profit.

B. Except as otherwise provided in this Agreement, Consultant shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the Project and used in support of its proposal and billings and shall make such material available at all reasonable times during the period of the Agreement, and for one year from the date of final payment under the Agreement, for inspection by Client or any reviewing agencies. Consultant agrees that the provisions of this Article XIX.B shall be included in any Agreements it may make with any subcontractor, assignee, or transferee.

C. Consultant shall maintain and make available to Client copies of the drawings, calculations, specifications, and other documents and information as reasonably requested by Client. Submission or distribution of such documents to meet official regulatory requirements is not to be construed as publication in derogation of the Client's or the Consultant's rights in the documents.

XX. INDEPENDENT CONTRACTOR

Consultant shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Consultant shall have full power and authority to select the means, manner, and method of performing Consultant's services without detailed control or direction by the Client. Nothing in this Agreement shall be interpreted or construed to establish Consultant or any of its employees as the agent, employee, or representative of Client, except that the Scope of Work described in Exhibit A may include having employees of Consultant serve as a representative of Client during the Project.

XXI. ASSIGNMENT, SUCCESSORS AND ASSIGNS

This Agreement is binding on the heirs, successors, and permitted assigns of the parties hereto. Nothing in this Agreement shall be construed to grant any right, interest, or benefit in this Agreement to any person or entity other than Client and Consultant and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of Client and Consultant and not for the benefit of any other party.

This Agreement and the parties' interests therein may not be assigned, sublet, or transferred by Client or Consultant without prior written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Failure of either party to enforce, at any time, the provisions of this Agreement shall not constitute a waiver of such provisions or



the right of either party at any time to avail themselves of such remedies as either may have for any breach or breaches of such provisions.

XXII. INTEGRATION

This Agreement represents the entire understanding of Client and Consultant as to those matters contained herein. This Agreement supersedes all prior negotiations or agreements with respect to the subject matter herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in a writing signed by both parties.

XXIII. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Idaho. Any litigation regarding this Agreement, the Project, or the rights and obligations of Client or Consultant under this Agreement shall be filed in the courts of Canyon County, Idaho. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it conflicts with said laws, but the remainder of this Agreement shall remain in full force and effect.

XXIV. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Notices shall be addressed as follows:

Downtown Redevelopment Services, LLC ("Consultant"), 4910 Rootstown Rd, Ravenna, OH 44266.

City of Middleton, 1103 West Main Street, Middleton, ID 83644 ("Client")

XXV. CAPTIONS

All captions, headings, and paragraph numbers are solely for the purpose of facilitating references to this Agreement and shall not supplement, limit, or otherwise vary the text of this Agreement in any respect.

XXVI. REFERENCES

All references in this Agreement to Articles shall be deemed to refer to the appropriate Article of this Agreement. Use of pronouns or adjectives of one gender shall include the other gender, use of the singular shall include the plural, and use of the plural shall include the singular, all as the context of this Agreement requires. Unless otherwise specified in this Agreement, the terms



"herein," "hereof," "hereunder," and other terms of similar import, shall be deemed to refer to this Agreement as a whole, and not to any particular Article hereof.

XXVII. INTERPRETATION

Both Client and Consultant have participated fully in the negotiation and preparation hereof and, accordingly, this Agreement shall not be more strictly construed against any one of the parties.

XXVIII. EXHIBITS

The exhibits referred to in and attached to this Agreement are incorporated herein in full by reference.

XXIX. EQUAL OPPORTUNITY

Consultant and Client hereby covenant for themselves, their employees, agents, assigns, and all persons claiming under or through them, that they shall not discriminate unlawfully against any employee or applicant for employment, nor shall they unlawfully deny the benefits of this Agreement to any person on the basis of race, color, creed, religion, ancestry, national origin, physical or mental disability, age, sex, gender, sexual orientation, gender identity, marital status, or veteran status with regard to discharging obligations under this Agreement. Client and Consultant covenant and agree that if required by law they will comply in all respects with the applicable provisions of the Executive Order 11246, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Vietnam Era Veterans' Readjustment Assistance Act, the Rehabilitation Act, and any other applicable state and federal statutes governing equal opportunity.

XXX. CLIENT'S AND CONSULTANT'S GOOD STANDING

Consultant hereby warrants and represents that it is an Ohio limited liability company, licensed to do business and currently in good standing and has authority to enter into this Agreement. Client represents that it is licensed to do business, is in good standing, and has authority to enter into this Agreement.

XXXI. DISPUTE RESOLUTION

Any dispute arising out of or relating to this Agreement, including the alleged breach, validity, interpretation, and performance thereof ("Dispute") shall be subject to the following procedures:

A. Negotiation. Upon written notice of any Dispute by either Client or Consultant, the parties shall attempt to resolve it promptly by negotiation between them and this process within thirty (30) days (the "negotiation").



B. Mediation. If the dispute has not been resolved by negotiation within thirty (30) days in accordance with Article XXXI.A, then the parties shall proceed to nonbinding mediation. A notice of mediation may be served by either Client or Consultant, signifying that the negotiation was not successful and to commence the mediation process. The parties shall attempt to agree on a mediator. If the parties cannot agree on a mediator within ten (10) days of the date upon which the notice of mediation is sent, then within twenty days of when the notice of mediation was sent Consultant shall select one qualified mediator and Client shall select one qualified mediator and, within five (5) days of the date of their selection, the two persons so selected shall select a third qualified mediator who will serve as the sole mediator for the Dispute. In the event a party ("first party") selects a qualified mediator within such period, but the other party fails to select a qualified mediator within such period, then the person selected by the first party shall serve as the sole mediator for the Dispute. No person selected by a party to be the mediator may be employed by, doing substantial business with, or otherwise affiliated with any of the parties, the parties' principals, or the Project. The term "qualified mediator" as used herein shall mean a natural person experienced in mediating disputes between businesses similar to the business in which Consultant is engaged. The mediation session shall be held in Canyon County, Idaho and within forty-five (45) days of the retention of the mediator. During the course of the mediation, no party can assert the failure to fully comply with Article XXXI.A as a reason not to proceed or to delay the mediation. The service of the notice of mediation shall stay the running of any applicable statute of limitations regarding the Dispute until the mediation is concluded. Each side shall bear an equal share of the mediation costs. All communications, both written and oral, pursuant to this Article XXXI are confidential and shall be treated as settlement negotiations for purposes of applicable rules of evidence; however, documents generated in the ordinary course of business prior to the Dispute that would otherwise be discoverable and/or admissible, do not become confidential or inadmissible simply because they are used in the negotiation and/or mediation process.

C. Further Mediation Provisions. Client and Consultant further agree to include a similar mediation provision in all agreements with any consultants or providers they retain for the Project, and to require all such consultants and providers to include similar mediation provisions in all of contracts with any consultants and providers they may retain regarding the Project.

SIGNATURE PAGE CONTINUES ON NEXT PAGE



IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement under seal as of the day and year first above-written.

City of Middleton ("Client")

X _____
By _____, its duly authorized agent

Downtown Redevelopment Services, LLC ("Consultant")

X _____
By Benjamin S. Levenger, its duly authorized managing member

LIST OF EXHIBITS

Exhibit A: Scope of Work/Terms and Conditions

Exhibit B: Commencement Date, Completion Date

Exhibit C: Compensation and Terms and Conditions of Payment



EXHIBIT A

SCOPE OF WORK

The Scope of Work for the Project is based on the following Project Assumptions:

PROJECT ASSUMPTIONS:

The Project site does not contain any hazardous or special wastes that will delay, impede, or stop the project's progress. The presence of any such unknown materials has not been accounted for in the proposed costs or schedules. If such materials are discovered, the Completion Date and compensation of Consultant shall be subject to equitable and mutually agreed upon adjustment.

- The budget does not include construction documentation, design, or analysis services
- Construction documentation or detailed design

CONTRACT TERM:

This Agreement shall commence on the Effective Date and terminate automatically upon completion of the Work to be performed by Consultant or the issuance of the final payment owed to Consultant. Notwithstanding the above and any other provision to contrary in this Agreement, the term of this Agreement shall not exceed the date of _____.

SCOPE OF WORK:

Consultant will provide project management services to support Client in the project's implementation. Specific services, outlined below, will be provided and billed on an hourly basis plus expenses. Specific work items include:



Scope:

1: Public Engagement

Our team will provide a series of community engagement and interaction elements focused on the VAK model in this task. Our team will prepare for, administer, solicit, and facilitate the following events during this task. For this purpose, a total amount of meetings or events per type is provided:

- **Project website** – We will prepare a single (1) project website hosted on Godaddy. This website will serve as the hub of activity for all aspects of the project. The website can be hosted for one year, after which time ownership of the site can be transferred to the City. This website will also facilitate the digital citizens guide for the comprehensive plan, utilizing a dedicated portion of the website for interactive information datasets.
 - This website will include a short video, project introduction, and project initiation announcements.
- **Kick-off meeting** - This in-person meeting will be a 2-hour meeting where we will complete all meeting scheduling, analysis, and programming.
- **Community network analysis** – Our team will prepare a community network analysis to map all the different groups and individuals within the community. This will include identifying and contacting the various groups to ensure they know the process.
- **Project surveying** – We will facilitate three (3) public engagement surveys. Each survey will be hosted on Typeform, allowing for interactive feedback and logic jumps in questioning. Surveys will be provided in digital format and print form if desired. The timeframe for surveying is as follows:
 - **Conceptual/data gathering** – This survey will be facilitated within the first two months of the project, and its purpose is to gather baseline data and community visioning elements. The survey will include multiple-choice questions, true/false, and short-answer formats. A projected timeframe for completion of the surveys is under 5 minutes.
 - **Ideation assessment** - This survey will be conducted after draft recommendations are ready for review. Utilization of this process ensures we hear the public right before moving forward.
 - **Final recommendations** – After recommendations are prepared, we will prepare and release a third survey to gather feedback, determining if we have heard the public right in the visioning and needs engagement process. The survey will include multiple-choice questions, true/false, and short-answer formats. A projected timeframe for completion of the surveys is under 5 minutes.
- **Steering committee creation and meetings** – We will help facilitate steering committee meetings. It will be the responsibility of the City to prepare a list of individuals for the



steering committee, no more than eight individuals, please. At the first meeting (kick-off meeting), the group will review and solidify the following:

- A formal public input plan
- Community meeting dates/times
- Strategic visioning session format/s
- Dates/times for future steering committee meetings
- Required dates/timeframes for document review
- At least eight steering committee meetings will be held, one per month of proposed project timing. Up to four (4) additional steering committee meetings can be held at no extra costs throughout the project.
- **Open house and input meetings** – We will facilitate a series of public input meetings (3) to allow the public to provide feedback and comments about the comprehensive plan content. The proposed arrangements are as follows:
 - Visioning input workshops will be a series of four (4) separate visioning workshops held over two days. These workshops will be tailored to individual users such as business owners, property owners, residents, and elected officials. It is not required to attend all meetings. However, attendance in the most relevant group setting is appreciated.
 - Progress check meeting will happen after visioning is completed, allowing for additional feedback and review of the draft ideation phase elements.
 - Draft recommendations meeting – Our team will facilitate a meeting with the public when draft recommendations are in conceptual status, allowing for polling and significant alterations before detailed draft document preparation.
- **Town hall meetings** – We will host a town hall meeting once the draft of the document is ready for public presentation. These two (2) meetings will be facilitated on the same trip/visit yet held at different times to target other groups. At these meetings, the public will be presented with the findings and recommendations, followed by a period where they can provide comments and feedback to the consultant team.
- **Stakeholder meetings** – We will facilitate a series of stakeholder meetings (up to 3, hosted on dates with other meetings already on-site) to help allow interested individuals or groups to have detailed discussions with the consultant team.
- **Public official meetings** – We will facilitate a series of public official conferences (up to 6). This will include the following:
 - Council visioning meeting (usually held in conjunction with the community visioning and a council meeting work session)
 - Council draft recommendations meeting
 - Council final draft meeting
 - Council adoption process meetings
 - Planning commission draft document review
 - Planning Commission final document adoption



- **Database or FTP creation** – Our team will prepare a Google Drive where the steering committee can review, facilitate, and comment on all documents
- **Public announcements and press releases** - We will prepare a total of four (4) public announcements. This can be a mixture of social media posts, press releases, or otherwise. Supportive graphics will be included.

Deliverables - Meeting minutes and synopsis will be prepared for all meetings. Meeting minutes and content will be included with all invoices to document verification of our work progress.

2: Research & Strategy Development

Our team will prepare a detailed community analysis for this task, identifying assets and elements necessary for project success. The detailed aspects of this task will provide the first few chapters of the comprehensive plan. Detailed information about functions for this phase of work includes:

- **Existing and supportive plan review** – We will analyze the available community guidance documents in this subtask. This will culminate in a written report that identifies the content, usefulness for the plan update, and areas where document elements need another review for incorporation. A drive will be provided for the City to upload all documents and pertinent elements for the consultant team to review. This should include both civic and regional plans.
- **Community context/character** – We will review the community for context character elements, including socio-economic, local economics, population growth, and market forecasting. This task will be conducted utilizing publicly available datasets, helping to project future growth and economic results. This sub-task will form the first chapter in the final plan, documenting the historical, current, and future community characteristics.
- **Community connectivity analysis** – Our team will prepare a detailed review of the community and identify character elements that are not quantifiable. This will be based on surveys and in-person stakeholder meetings.
- **Growth, Density, & Income Forecasting** – Our team will prepare a detailed forecast of critical socio-economic data points. The steering committee will review these exact data points during a regular meeting.
- **Housing and transportation review** – Our team will prepare a detailed review of the housing market, conditions, and identifiers, allowing for accurate projections about future growth. This analysis will also be ready for transportation, identifying areas where growth will be needed and infrastructure provided. The transportation



assessment will be based on the results of the recently adopted transportation master plan.

- **Open space and risk/resiliency** – We will prepare a detailed review of the recreational assets within the community, including connectivity and accessibility. Parks and recreation locations will be reviewed, matching future locations to anticipated growth.
- **Community visioning process** – Our team will conduct a detailed community visioning process to build on the previous review elements and identify critical core ideas. As the comprehensive plan update progresses, this visioning process will be the baseline of all proposed guidance elements and recommendations. The visioning process will include the following:
 - Core elements determination – During the public engagement and input, our team will prepare a series of core character elements that the community demonstrates or desires for the future. This will be an iterative process of 2 rounds of edits.
 - Definition creation and preparation – Once the items are identified, our team will prepare a brief and graphic document that outlines the 4-5 core vision elements and the necessary supportive or explanation text

Visioning is the core of a solid, comprehensive plan, and we will work with the steering committee and residents to ensure this phase is right before moving into the plan preparation phase.

Deliverables - The work from this phase will provide chapters two (existing conditions analysis) and three (community core values) in the overall comprehensive plan update.

3: Plan Ideation & Preparation

Using the information gathered in the previous two phases, our team will draft the core values and recommendations of the overall comprehensive plan. This process will take place in a two-part process, primarily 1) draft recommendations and 2) final document preparation. The draft recommendations will be vague, incorporating enough detail to demonstrate the overall impacts and necessary elements. After approval and verification of the draft recommendations, more detail will be provided, and the final document will be drafted. At the time of writing this scope, the anticipated recommendations sub-chapters in the overall document consistent with Idaho Statute 67-6508 are expected to be:



- Property Rights (DRS) - An analysis of provisions that may be necessary to ensure that land use policies, restrictions, conditions, and fees do not violate private property rights, adversely impact property values, or create unnecessary technical limitations on the use of property and analysis as prescribed under the declarations of purpose in chapter 80, title 67, Idaho Code.
- Population (DRS)- A population analysis of past, present, and future trends in people, including such characteristics as total population, age, sex, and income (included in a proposed community context chapter)
- School Facilities and Transportation (KH) - An analysis of public school capacity and transportation considerations associated with future development. A summary of the process for funding and constructing new schools in Idaho will also be included.
- Economic Development (DRS) - An analysis of the area's economic base, including employment, industries, economies, jobs, and income levels.
- Land Use (KH & DRS) - An analysis of natural land types, existing covers and uses, and the intrinsic suitability of land. Future Land Use Mapping will be included in this task.
- Natural Resources (DRS) - An analysis of the uses of rivers and other waters, forests, ranges, soils, fisheries, wildlife, minerals, thermal waters, and watersheds.
- Hazardous Areas (DRS) - An analysis of known hazards resulting from development in the general or probable path of hazards.
- Public Services, Facilities, and Utilities (KH) - An analysis showing comprehensive plans for sewage, drainage, power plant sites, utility transmission corridors, water supply, fire stations and fire fighting equipment, health and welfare facilities, libraries, solid waste disposal sites, schools, public safety facilities, and related services. The plan will also show the locations of civic centers and public buildings.
- Transportation (KH) - An analysis, prepared with Canyon Highway District #4 and Idaho Transportation Department (where applicable), showing the comprehensive locations and widths of the major traffic thoroughfares and streets and the recommended treatment. This component may also include recommendations on



building line setbacks, access control, street naming and numbering, and a proposed system of public or other transit lines and related facilities, including rights-of-way, terminals, future corridors, viaducts, and grade separations.

- Recreation (KH) - An analysis showing a system of recreation areas, including parks, parkways, Trailways, river bank greenbelts, playgrounds, and other recreation areas and programs.
- Specialized Planning Areas (DRS) - A chapter outlining strategies and recommendations for downtown revitalization will be prepared. This will include targeted development strategies, urban design recommendations, and economic development strategies.
- Particular Areas or Sites (DRS) - An analysis of areas, sites, or structures of historical, archeological, architectural, ecological, wildlife, or scenic significance if applicable.
- Housing (DRS & KH) - An analysis of housing conditions and needs; plans for improvement of housing standards; and plans for the provision of safe, sanitary, and adequate housing, including the requirement for low-cost conventional housing, the siting of manufactured housing and mobile homes in subdivisions and parks and on individual lots which are sufficient to maintain a competitive market for each of those housing types and to address the needs of the community.
- Community Design (DRS & KH) - An analysis of needs for governing landscaping, building design, tree planting, signs, and suggested patterns and standards for community design, development, and beautification.
- Agriculture (DRS) - An analysis of the area's agricultural base, including agricultural lands, farming activities, farming-related businesses, and the role of agriculture and agricultural uses in the community.
- Implementation Framework (DRS) - An analysis to determine future actions, programs, budgets, ordinances, or other methods, including scheduling of public expenditures to provide for the timely execution of the plan's various components.



- Appendix (section covers and provided PDFs)

The below items are anticipated to not be applicable at this time:

- National Interest Electric Transmission Corridors - Not anticipated to be applicable now.
- Public Airport Facilities - Not anticipated to be applicable at this time.

These proposed chapters outlined above are subject to change based on the analysis and investigation during the prior phases of work. Language drafting for the above sections will be recommendations and language-based, outlining a series of actionable goals and strategies to help achieve the community vision elements. This is completed through the r recommendation tiers listed below:

- Tier 1 - Community vision
- Tier 2 - Strategic goals (by chapter)
- Tier 3 - High-level recommendations (By Chapter)
- Tier 4 - Action steps (multiple for each recommendation)

Drafting of each chapter will start with a series of findings and overall goals, followed by specific, actionable plans and recommendations with timeframes and an implementation matrix. Three (3) rounds of edits for the final document will be provided within this contract scope. The municipality's point of contact is responsible for providing a unified set of comments or reviews to the consultant team for incorporation into the document.

In addition to the recommendations, our team will draft the following items to support the overall plan:

- **Implementation framework** – Detailed implementation strategies will be drafted for the action items identified. This will include a series of elements such as:
 - Available grants lists
 - Necessary municipal steps
 - Community participation elements
- **First-year plan** – We will draft a detailed plan for elements necessary for completion within 100 days after plan adoption. This will likely include a myriad of municipal-based



action times. However, the goals will outline the necessary steps and processes for these near-term completion projects.

- **Appendix sections for existing plans** – We will incorporate the available methods (such as the market analysis, small area plans, and transportation plans) as appendix files to the comprehensive plan, notating them as included throughout the document as necessary.

Final document preparation – The final document will be a graphic-rich file that is prepared in multiple formats, specifically:

- **Technical plan** – This will be the standard technical guidance document for municipal or consultant usage. The document will be prepared in PDF and InDesign formats for the technical report, and maps will be provided in GIS or other formats as necessary. A total of five (5) printed copies will be provided.
- **Citizens guide** – This guide version will be an abbreviated and mostly graphic version of the comprehensive plan update. This plan aims to provide the community with a quick reference manual to help residents, business owners, and property owners understand how the comprehensive program impacts their lifestyle and property. The document will be prepared in print and online (through the custom website).

Final deliverables – The final deliverables for this task will include a draft and final comprehensive plan with all necessary appendices or supportive files.

4: Adoption

As a final phase of the overall comprehensive plan process, our team will assist the City through the adoption process. This will include a variety of meetings (outlined in the public engagement section above) and assistance with the following:

- Planning commission reading and recommendation meetings
- Resolution drafting
- City Council reading and adoption meetings
- Public notice drafting
- File preparation for storage

Additional tasks will likely arise as the process is finalized, and our team will ensure that they are identified, informed, and completed as necessary.

Items not included in this Agreement are as follows:

- Material testing



- Audit compliance paperwork
- Bookkeeping
- Management of any project shutdowns due to regulatory requirements or deficient work by contractors are not provided unless Client and Consultant make an equitable and mutually agreed upon adjustment at a mutually determined additional cost.

City of Middleton (“Client”)

X _____

By _____, its duly authorized agent

Downtown Redevelopment Services, LLC (“Consultant”)

X _____

By Benjamin S. Levenger, its duly authorized managing member

EXHIBIT B

COMMENCEMENT DATE, COMPLETION DATE

Commencement Date: September 6, 2023

Completion Date: May 2, 2025

City of Middleton (“Client”)

X _____

By _____, its duly authorized agent



Downtown Redevelopment Services, LLC (“Consultant”)

X _____

By Benjamin S. Levenger, its duly authorized managing member

EXHIBIT C

COMPENSATION, REIMBURSEMENT OF EXPENSES, AND TERMS AND CONDITIONS OF PAYMENT

It is anticipated that this scope of work will have a budget of \$110,000. Consultant’s work will be billed pursuant the Agreement above as a not to exceed budgetary amount. This rate is an inclusive rate of hourly costs, direct expenses, or other cost associated with the scope of work outlined in exhibit A

Should additional work be requested, a lump sum contract amendment can be negotiated, or hourly rates and expenses, outlined below, can be utilized. Hourly rates and reimbursable expenses for the period of January 1, 2023 through December 31, 2024:

Role	Hourly Rate
Principal	\$200.00
Planner	\$145.00
Designer	\$115.00
Field Technician	\$95.00



Office Assistant \$90.00

Reimbursable Expenses

Mileage	\$0.59 Per Mile
Prints – 8.5”x11”	\$0.22 per print
Prints – 11”x17”	\$0.78 per print
Prints – Large format B&W -	\$1.25 per square foot
Prints – Large format Color -	\$2.75 per square foot
Tolls	At cost
Hotel	At cost
Overnight Per Diem	\$50.00 per day
Day Per Diem	\$25.00 per day
Project Expenses	At cost

Client shall pay Consultant by installments, each installment based upon reports and invoices submitted by Consultant. Submittals by Consultant shall be prepared in such form and supported by such documents as Client may reasonably require. Consultant’s invoices will be billed no more often than semi-monthly or at the end of a work authorization, no more than sixty (60) days after the work or services have been performed. Invoices are due within thirty (30) days of receipt. Partial payments and/or percentage payments will not fulfill Client’s payment obligations. Invoice not paid within thirty (30) days of receipt will be assessed a one and one-half percent (1.5%) per month late charge. Nonpayment of Consultant’s invoices may result in a lien pursuant to law.

With the written consent of Client, Consultant may provide additional services which are outside the scope of work contained in this Agreement, as needed and subject to additional fees mutually agreed upon by Client and Consultant. Such services may include civil engineering, landscape architecture, detailed programing and pricing, legal counsel, traffic engineering, detailed testing services, sustainability certifications, accounting, additional sketches and scope changes out of sequence, detailed design work, land survey, environmental testing and surveys, and specialty consultants.

City of Middleton (“Client”)

X_____

By _____, its duly authorized agent



Downtown Redevelopment Services, LLC (“Consultant”)

X

By Benjamin S. Levenger, its duly authorized managing member

AMENDED AND RESTATED RESOLUTION NO. 485-23

AN AMENDED AND RESTATED RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF MIDDLETON, IDAHO SETTING FORTH THE FORM OF BALLOT OF THE REFERENDUM OCCURRING AT THE UPCOMING GENERAL ELECTION CONCERNING LIQUOR BY THE DRINK.

WHEREAS, pursuant to Idaho Code Section 23-916, the City is authorized and empowered to license the sale of liquor by the drink within its corporate limits; and

WHEREAS, pursuant to Idaho Code Section 23-917, the residents of City, by referendum, may vote to prohibit the sale of liquor by the drink; and

WHEREAS, an election pursuant to Idaho Code Section 23-917 was conducted, sometime after July 1, 1947 but more than two (2) years prior to the effective date of this resolution, and by majority vote the sale of liquor by the drink within the corporate limits of City was prohibited; and

WHEREAS, pursuant to Idaho Code Sections 23-917 through 23-920, the prohibition on the sale of liquor by the drink within the corporate limits of City may be reversed by another referendum election; and

WHEREAS, a petition has in fact been received by the County Clerk, which office has certified said petition, for a referendum to be placement on the upcoming general election ballot in November of 2023 concerning the sale of liquor by the drink in the City of Middleton; and

WHEREAS, the office of the County Clerk for Canyon County, Idaho has requested that the City Council provide a resolution setting forth the ballot language to be used; and

WHEREAS, Idaho Code 23-918 provides explicit instructions about the form of the ballot; and,

WHEREAS, the City previously adopted a resolution setting forth the ballot language; and,

WHEREAS, based upon commentary provided by Canyon County, it is determined that it is necessary to amend said prior resolution.

NOW, THEREFORE, BE IT HEREBY RESOLVED, ORDERED AND DECLARED BY THE MAYOR AND COUNCIL OF THE CITY OF MIDDLETON, IDAHO, AS FOLLOWS:

1. The City Council of the City of Middleton, Idaho hereby notifies Canyon County that the title on the ballot is as follows:

“City of Middleton - Sale of Liquor by the Drink”

2. The City Council of the City of Middleton, Idaho hereby notifies Canyon County that the form of the ballot required by Idaho Code 23-918 is as follows:

In 1947 the registered voters of Middleton voted to keep Middleton a “dry city” meaning, no establishment can sell liquor by the drink. Today, the City is only authorized to license establishments for beer and wine. If this ballot measure is approved, the City would be authorized to license establishments such as restaurants, hotels, and bars, to sell liquor by the drink for on-premises consumption.

Sale of liquor by the drink, Yes: _____

Sale of liquor by the drink, No: _____

and the elector in order to vote must indicate the elector’s choice opposite one (1) of the questions in a space provided therefor.

PASSED BY THE COUNCIL of the City of Middleton, Idaho this ____ day of September, 2023.

APPROVED BY THE MAYOR of the City of Middleton, Idaho this ____ day of September, 2023.

APPROVED

By _____
STEVE RULE, Mayor

ATTEST:

By _____
City Clerk