



AMENDED AGENDA
City Council Meeting
City of Middleton, Idaho

Date: Wednesday March 15, 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 Amended Agenda

Information Item:

1. Discussion about food trucks – Ms. Reynolds

Action Items:

1. Consent Agenda (items of routine administrative business)
 - a. Consider approving minutes for City Council March 1, 2023, meeting.
 - b. Consider ratifying payroll for March 10, 2023, in the amount of \$106,440.82.
 - c. Consider approving accounts payable through March 3, 2023, in the amount of \$224,720.13.
2. Consider approving Middleton Chamber of Commerce Special Event Permit for the Middleton Market held at Middleton Place Park, and Trolley Station Rental Agreement for 2023 Chamber Meetings, and request the fees be waived. Ms. Fearn
3. Consider accepting the 2022 Audit Findings as presented by Zwygart John & Associates, PLLC. Mr. Zwygart
4. Authorize the Mayor, or his designee, to enter into a contract with Integrity Inspection Solutions, Inc. for the sewer main line repair work described in their proposal dated 8/31/2022 for an amount not to exceed \$16,650.00. Mr. Van Gilder
5. Motion to Authorize the Mayor to enter into a contract with the Knife River Corporation in the amount of \$42,640.60 for the repair of the water service to the City's Wastewater Treatment Plant including the installation of a 24" steel casing beneath Crane Creek at the southern terminus of Wiffen Lane. Mr. Van Gilder
6. A motion to authorize the City's Public Works Department to undertake the installation of a 4" water main within Dewey Avenue right-of-way, north of 3rd street; the relocation of three (3) residential service connections into public right-of-way; and the Public Works Director, Jason Van Gilder, to expend up to \$21,000 for the direct costs of materials and equipment related to this effort. Mr. Van Gilder
7. **Public Hearing:** Applications by Michael Baird and Jay Walker/Kimley-Horn Engineering for annexation/rezone, preliminary plat, and development agreement with respect to The Square on Hartley Subdivision located at 0 Hwy 44, Middleton, Idaho (Tax Parcel No.

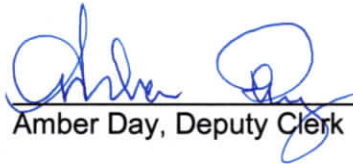
R3477301400). The proposed preliminary plat consists of one common lot and 33 lots to accommodate Flex Space Units on vacant land zoned Canyon County Agricultural. Applicants are requesting a zone change to Middleton C-2 zoning (Light Commercial). – Ms. Stewart

8. Consider approving Ordinance 676 which is AN ORDINANCE OF THE CITY OF MIDDLETON, CANYON COUNTY, IDAHO, ANNEXING TO THE CITY OF MIDDLETON, IDAHO, CERTAIN REAL PROPERTY SITUATED IN THE UNINCORPORATED AREA OF CANYON COUNTY, IDAHO, AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF MIDDLETON, IDAHO; ESTABLISHING THE ZONING CLASSIFICATION OF SAID REAL PROPERTY TO C-2 (LIGHT COMMERCIAL); DIRECTING THAT COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.
9. Consider Approving License Agreement between Drainage District 2, Viper Investments, LLC and the City of Middleton for license to construct public road across DD2 easement.

Public Comments, Mayor, and Council Comments:

Adjourn:

Posted by:


Amber Day, Deputy Clerk

Date: March 13, 2023, 4:00 pm

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

**MIDDLETON CITY COUNCIL
MARCH 1, 2023**

The Middleton City Council Meeting was called to order on March 1, 2023, at 5:32 p.m. by Mayor Steve Rule.

Roll Call:

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

Mayor Steve Rule, City Administrator Ms. Crofts, City Attorney Douglas Waterman, Public Works Director Mr. VanGilder, and Deputy Clerk Ms. Reynolds were present.

Pledge of Allegiance, Invocation: Jim Taylor

Action Items

A. Approve Agenda

Motion: Motion by Council President Kiser to approve Agenda posted February 24, 2023. Motion seconded by Council Member O'Meara and approved Unanimously.

Action Item:

- 1. Consent Agenda (items of routine administrative business) (*Action Items*)**
 - a. Consider approving minutes for City Council February 15, 2023, meeting.
 - b. Consider ratifying payroll for February 24, 2023, in the amount of \$144,053.66.
 - c. Consider approving accounts payable through February 17, 2023, in the amount of \$.128,034.47
 - d. Consider approving the FCO for the Rowe Station Project that was approved on 2/1/2023.

Mayor Rule called items and Council President Kiser asked Council if they had questions regarding the accounts payable. None

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

2. Swearing in of new police officer Eric Brown. – Mayor Rule

Mayor Rule administered the Oath of Office to Eric Brown as the newest police officer in MPD.

3. Consider a motion to authorize the Mayor to execute the Notice of Award and enter into a contract with AME Electric, Inc. for the procurement and installation of a backup power generator for the Well 8 site in the amount of \$114,300.00. Mr. VanGilder

Mayor Rule invited Public Works Director Mr. VanGilder to explain the item.

Motion: Motion by Council President Kiser Consider a motion to authorize the Mayor to execute the Notice of Award and enter into a contract with AME Electric, Inc. for the procurement and installation of a backup power generator for the Well 8 site in the

amount not to exceed \$114,300.00. Motion seconded by Council Member O'Meara and approved unanimously.

- 4. Consider a motion to authorize the Mayor to execute Change Order 1 with Knife River Construction for the modification of davit poles as necessary for the construction of the Sawtooth Roundabout Project. Mr. VanGilder**

Mayor Rule invited Public Works Director Mr. VanGilder to explain the item. He said the city has given Knife River a notice to proceed for construction of the roundabout March 15th.

Motion: Motion by Council President Kiser to authorize the Mayor to execute Change Order 1 with Knife River Construction for the modification of davit poles as necessary for the construction of the Sawtooth Roundabout Project. Motion seconded by Council Member Huggins and approved unanimously.

- 5. Consider a motion to authorize the Mayor to execute Change Order 2 with Knife River Construction to work on or adjacent to Tax Parcel 18498000 0 in the construction of the Sawtooth Roundabout. Mr. VanGilder**

Mayor Rule invited Public Works Director Mr. VanGilder to explain the item.

Motion: Motion by Council President Kiser to authorize the Mayor to execute Change Order 2 with Knife River Construction to work on or adjacent to Tax Parcel 18498000 0 in the construction of the Sawtooth Roundabout. Motion seconded by Council Member O'Meara and approved unanimously.

- 6. Consider a motion to authorize the Mayor to execute agreements necessary with Idaho Power in amounts up to \$6,239 for the provision of utility power to the Hartley and Sh44 signal. Mr. VanGilder**

Mayor Rule invited Public Works Director Mr. VanGilder to explain the item.

Motion: Motion by Council President Kiser to authorize the Mayor to execute agreements necessary with Idaho Power in an amount not to exceed \$6,239 for the provision of utility power to the Hartley and Sh44 signal. Motion seconded by Council Member O'Meara and approved unanimously.

- 7. Consider a motion to authorize the Mayor to execute Change Order 7 with La Riviere, Inc. in the amount of \$2,005.58 for changes related to water system necessary for the 30" Hartley Sewer Main Project. Mr. VanGilder**

Mayor Rule invited Public Works Director Mr. VanGilder to explain the item and thanked Kirby Cook, City Engineer for his work on the project.

Motion: Motion by Council President Kiser to authorize the Mayor to execute Change Order 7 with La Riviere, Inc. in the amount not to exceed \$2,005.58 for changes related to water system necessary for the 30" Hartley Sewer Main Project. Motion seconded by Council Member O'Meara and approved unanimously.

- 8. Consider a motion to authorize the Mayor to execute Change Order 8 with La**

Riviere, Inc. in the amount of \$16,799.09 to reconcile estimated contract quantities to the actual quantities installed for the 30" Hartley Sewer Main Project. Mr. VanGilder

Mayor Rule invited Public Works Director Mr. VanGilder to explain the item. This is the final reconciliation for this project.

Motion: Motion by Council President Kiser to authorize the Mayor to execute Change Order 8 with La Riviere, Inc. in an amount not to exceed \$16,799.09 to reconcile estimated contract quantities to the actual quantities installed for the 30" Hartley Sewer Main Project. Motion seconded by Council Member Huggins and approved unanimously.

9. Consider a motion to authorize the Mayor to execute Change Order 9 with La Riviere, Inc. to address issues related to stabilization rock and liquidated damages associated with the 30" Hartley Sewer Main Project. Mr. VanGilder

Mayor Rule invited Public Works Director Mr. VanGilder to explain the item.

Motion: Motion by Council President Kiser to authorize the Mayor execute Change Order 9 with La Riviere, Inc. to address issues related to stabilization rock and liquidated damages associated with the 30" Hartley Sewer Main Project. Motion seconded by Council Member O'Meara and approved unanimously.

Public Comments:

Isaac Cox: Question if the Change Order 9 will mean that Hartley will be worked on again and closed.

Mayor said this project is complete, but there will be more construction on Hartley in connection with the light and other construction projects.

Mike Graefe: Confused how Carlton Meadows was approved with smaller lots and R-4 zoning.

Mayor said he would have the Planning and Zoning Official reach out to him to clarify.

Jim Taylor: Asked for clarification on Well 7 and 10, are they not in a looping water system?

Mr. VanGilder said Well 7 is very active, and Well 10 is active in a reserve capacity.

Mayor Rule said the wells will become more active when the boring occurs across the Boise River, at which time, the entire system will be completely looped.

Anthony Raymond: Concerned about wrecked cars parked in front of his house. Wants to know the code that will address it.

After discussion between the Mayor, Mr. Raymond, and Council Member Murray, the Mayor said someone would get back with Mr. Raymond.

Mayor and Council Comments

O'Meara: O'Meara discussed CHD4 plans to build a "fly-over" bridge from Old River Rd and extending over HWY 30. Concerned this would cut off access from Caldwell to Middleton. Mayor said he was not aware of this and tasked Ms. Crofts and Mr. VanGilder to look into it.

Murray: Brought up the code for junk vehicles for Mr. Raymond.

Huggins: Asked for some type of accounting for City Council for the Sawtooth Roundabout. Mr. VanGilder said that Knife River would be submitting pay applications.

Mayor Rule: Staff is very busy. They are working to get a Request for Proposal (RFP) for the River Walk Concept, particularly the Mill Creek Plaza out in April. He appreciates staff's hard work.

Adjourn: Mayor adjourned the meeting at 6:35 p.m.

ATTEST:

Mayor Steve Rule

Jennica Reynolds, Deputy Clerk
Minutes Approved: March 15, 2023



Public Comment Sign In

City Council - March 1, 2023

	Name	Address	Phone or Email	Topic/Agenda Item #
1	MIKE BRKEFE	1889 RIDGEWAY	208-527-6227	
2	Jim Taylor	105 N Triumph	208-601-8991	
3	Lucas D	1041 White horse ridge	909 284 0939	
4	Anthony Raymond	7 Borup Ave	541 720 3287	
5				
6				
7				
8				
9				
10				



CITY OF MIDDLETON

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ADMINISTRATION

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



Date: _____

Middleton City Code Section 3-2 Special Events.

I. General Information:

Event Name: Middleton Market

Event Dates(s) / Time(s): June 17th, July 15th, August 19th 10-2

Event Location: Middleton Place Park

II. Applicant / Sponsoring Organization Information:

Applicant Name: Middleton chamber of commerce / Kayla Fearn

Sponsoring organization Name: Middleton Chamber

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

Address: P.O. Box 434

City: Middleton State ID Zip: 83644

Phone: 208-761-2487 ; Cell Phone: _____

Fax: _____ ; Email: info@middletonidaho-chamber.org

On-Site/Emergency Contact Name: Kayla Fearn

Address: P.O. Box 434

City: Middleton State ID Zip: 83644

Cell Phone: 208-761-2487 ; Email: kayla-fearn@43re.com

III. Brief Description and Purpose of Event:

the Middleton market was previously on thursday evenings and the goal is to create a farmers market in Middleton similar to other cities. Food trucks/vendors and other vendors as well

requesting fees be waived



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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. N/A
2. _____
3. _____

No permanent alteration to the street will be permitted.

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

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

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

Information:

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

If yes, an Alcohol Beverage Permit may be required.

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

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

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

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

If yes, please provide the following information:

Dance component/open floor: _____

Live or recorded music: possibly live music under the gazebo

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:

Middleton Place Park

- VI. TEMPORARY STRUCTURES.

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



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Number of stages: 0 Size of stage(s): _____
Number of Tents: 10-30 Size of tent(s) 10x10 pop up tents provided by vendors

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 X No _____.

- 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 X No _____.

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?

Middleton place park has parking as well as lots of street parking.

XVI. REFUSE / GARBAGE:

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

garbage cans

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.



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XIX. INSURANCE, FEE.

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

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

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

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

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

Middleton chamber of commerce (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 chamber of commerce (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.



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Further, as to such damages or claims for damages which arise during the scope of the activities or the use of property covered under this Agreement, Middleton Chamber of commerce (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, Kayla Fearn (Applicant / Organization Representative/ Permittee) has made and entered into this Agreement with the City of Middleton as of this 9th day of March, 2023.

APPLICANT / ORGANIZATION REPRESENTATIVE

Kayla Fearn
Signature

Date: 3-9-23

Kayla Fearn, Middleton Chamber President
Print name / Organization Name and Representative Title

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: _____



CITY OF MIDDLETON

P.O. Box 487, 1103 W Main St, Middleton, ID 83644
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citmid@middletoncity.com
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Trolley Information

Deposit (refundable)

- Meeting - \$100
- Events - \$500

Cost

- Meetings \$50 per hour plus tax
- Whole Day \$320 plus tax (8a.m. - midnight)
- Cancellation fee \$30 (within 30 days of event)

Alcohol

- Must have a licensed vendor (onsite/premises designation)
- Permit fee \$20 (to be paid by vendor at least 5 days prior to event)

13 eight foot long tables

108 chairs (4 carts 27 chairs each)

Main Room is 30ft x 52ft

requesting fees be waived for trolley station



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ADMINISTRATIVE

TROLLEY STATION RENTAL AGREEMENT
REV. 3/2021

TROLLEY STATION RENTAL AGREEMENT

This agreement is made and effective on March 7, 2023 between the City of Middleton, a municipal corporation of the State of Idaho, (Facility Owner) and Middleton Chamber of Commerce (Renter). The Trolley Station, kitchen, restrooms, and museum are owned and operated by the City of Middleton, and use of all or a portion of the facility is governed by the Middleton City Code. This fully-executed agreement, a paid or waived rental fee(s), a Property Condition Form signed by the Renter, and a City of Middleton Catering Permit Application and copy of the designated Alcohol Server license (if applicable), constitute a complete Trolley Station Rental Agreement. In consideration of the mutual covenants contained in this agreement, the Facility Owner rents the Trolley Station at 310 Cornell Street, Middleton, Idaho to the Renter under the following terms and conditions.

TERMS AND CONDITIONS (Read and Initial each item)

VE **Activity/Event Description.** Chamber luncheons May 11th, June 8, August 10, Sep 14, Oct 12, Nov. 9, Dec 14
VE **Capacity.** The maximum capacity of the Trolley Station is 100. The Renter agrees to not cause or allow more than 100 individuals to be in the Trolley Station at one time.

VE **Date and Time of Use.** second thursday of the month
Time is of the essence with reference to the time of use, and any extra time for any reason must be approved in writing by the Facility Owner and must be paid for in advance.

VE **Alcohol.** Alcohol will be served ~~Alcohol will not be served~~

Alcohol served at the Trolley Station must be served by an Idaho licensed alcohol server, and a copy of the server's license shall be attached to this application. If alcohol will be served at the Trolley Station, the Renter agrees to comply with the laws of the State of Idaho when using and serving alcohol. The Renter shall complete and return to the Facility Owner the City of Middleton Catering Permit Application at least five (5) calendar days prior to the event/activity (Send copy of Catering Permit to Idaho State Police and the Middleton Police Department).

VE **Non-Smoking Facility.** Smoking, vaping and use of e-cigarettes are prohibited in the Trolley Station and city-owned parks. Designated smoking areas outside but near Trolley Station are clearly marked. The Renter agrees cause or allow smoking, vaping and use of e-cigarettes only in city-designated smoking areas.



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ADMINISTRATIVE

TROLLEY STATION RENTAL AGREEMENT REV. 3/2021

W **Decorations.** The Renter agrees to hang decorations only using the hooks previously installed by the Facility Owner.

W **Prohibited.** The Facility Owner and the Renter agree that the following or similar uses and items are strictly prohibited because of damage that could result: open flames, use of gasoline, fuels, oil lanterns or electrical equipment engines, motors or machinery, candles, glitter, confetti, straw, rice, birdseed, hay, drinks with red or purple dye, duct tape, fastening decorations to or hanging decorations on the projector, screen, light or fan fixtures, wood paneling, cabinets, doors, walls, or windows; denting, creating a hole, installing a hook, fastener, or inserting thumb tacks of any kind into the facility's walls, ceiling, or woodwork; or scarring or marking a window sill. The Renter agrees to pay to repair damage the Renter or Renter's representative, agent, guest, or visitor causes or allows.

W **Noise.** Public disturbance by loud or offensive noise, especially after 10:00 p.m. is prohibited.

W **Fees and Refundable Deposit.** The Renter agrees to pay the Facility Owner the deposit and fee due prior to using the facility and/or equipment. The deposit and fee amounts are set by resolution of the Middleton City Council, and are included on the city's fee schedule. The Renter agrees to clean the facility and equipment, and after the Renter's activity or event, return possession of the facility and equipment to the Facility Owner in the same condition as when the Renter received it, normal wear and tear excepted. Expenses incurred by the Facility Owner to clean or repair the facility and/or equipment will be deducted from the Renter's deposit. The balance of the deposit, if any, will be returned to the Renter. If the expense to repair or clean the facility and/or equipment incurred by the Facility Owner exceeds the deposit, the Renter agrees to pay the Facility Owner the additional amount.

W **Cleaning.** The Trolley Station facility and equipment will be in a clean condition prior to the Renter's activity or event. Cleaning must be complete by the end of the contract period and cannot be delayed until the following day. If the Renter would like to clean the facility the day following the activity or event, then that day needs included in the date and time of use, and the appropriate fee paid. The Renter agrees to deliver the Trolley Station to the Facility Owner in as good condition as at the beginning of this agreement, including cleaning the facility and collecting, bagging and removing trash from the facility after the Renter's activity or event. The Renter agrees to pay the costs of cleaning or repairing any damage to fixtures, furniture or furnishings, walls, windows, ceiling, doors, flooring, kitchen, bathrooms, or electrical equipment caused by any act of the Renter or the Renter's employees, agents or anyone visiting the Trolley Station during the Renter's date and time of use.



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ADMINISTRATIVE

TROLLEY STATION RENTAL AGREEMENT REV. 3/2021

The Facility Owner and the Renter agree that the determination of whether the facility and equipment are clean or damaged is in the sole discretion of the Facility Owner.

WF **Facility.** The Facility Owner at a large expense remodeled Trolley Station in 2015-2016 into an event center for Middleton with an elegant environment, audio/video projection system and screen, warming kitchen, restrooms, a drinking fountain, and light-weight tables and chairs. The Facility Owner and the Renter will inspect the facility and review the attached Property Condition Form identifying the condition of the facility and equipment. The Renter must provide the city a complete Trolley Station Rental Agreement prior to occupying or using the facility.

The facility and equipment are available for use on a first-come, first-served basis unless previously reserved by calling 208-585-3133 or visiting City Hall. The Facility Owner may enter the Trolley Station at any time to inspect the facility and/or equipment if the Facility Owner suspects the terms and conditions of this agreement are being violated. An individual may be removed or this agreement terminated by the Facility Owner if the individual refuses to comply with the Middleton City Code or the terms and conditions of this agreement. The Facility Owner may decline to rent the facility to anyone who in the past has not complied with Middleton City Code or the terms and conditions of their agreement with the city.

WF **Utilities, Kitchen, and Restrooms.** Use of the utilities, kitchen and restrooms is included in the fee to rent the Trolley Station. The kitchen is only for keeping food warm, final food presentation, serving and bussing. The kitchen does not contain dishes, glassware, knives, utensils, pots, or pans. The Renter agrees to not prepare or cook food in the kitchen.

WF **Access.** The sidewalks, doorways, and halls providing access to the facility are only for loading/unloading items for an activity or event, and for individual ingress/egress. Obstructing sidewalks, doorways, and halls is prohibited. The Renter agrees to not cover or obstruct windows in the facility, including light fixtures, without prior written consent from the Facility Owner.

WF **Safe and Legal Use.** The Renter agrees to comply with all applicable local, state and federal laws, and use the facility and equipment in a safe manner.

WF **Liability.** The Renter acknowledges the risk of large gatherings of people at one location and hereby assumes the risk of loss associated with renting the Trolley Station. The Renter releases and agrees to hold harmless the Facility Owner and its officers, agents, employees and representatives, from



CITY OF MIDDLETON

PO BOX 487, MIDDLETON, ID 83644
208-585-3133, 208-585-9601 FAX

ADMINISTRATIVE

TROLLEY STATION RENTAL AGREEMENT REV. 3/2021

any claim, demand, loss, cost or damage that may arise in connection with the Renter's rental of Trolley Station. The Facility Owner does not represent or warranty that the property is fit for any particular purpose, and does not assume any liability or responsibility for any personal property placed in the Trolley Station during the Renter's date and time of use.

VR **Abandoned Property.** The Renter and Facility Owner agree that the Facility Owner has the sole right to the custody of any personal property remaining at the facility after the Renter's activity/event is over, and the property is deemed abandoned and becomes property of the Facility Owner after five business days following the date of Renter's use of the facility.

VR **Assignment or Subletting Prohibited.** Neither party may assign this rental agreement or sublet all or a portion of the facility without the prior written consent of the Facility Owner.

VR **Impossibility.** The Renter releases and waives any claim against the Facility Owner for any loss or damage due to any defect of the water, sewer, drainage, heating, electrical, ventilation, or refrigeration system in, at, or connected to the facility that occurs while in connection with Renter's activity or event. If any part of one or more of these systems fails or is damaged by natural causes, fire, strikes, failure of utilities, or Act of God which, in the sole discretion of the Facility Owner, renders the fulfillment of this rental agreement by the Facility Owner impossible, then the Renter releases Facility Owner, its officers, representatives, agents, and employees from any demand or claim for loss or damage arising from any of these causes.

VR **Applicable Law.** This agreement shall be governed according to the laws of the State of Idaho.

VR **Binding Agreement.** This agreement is binding on the parties and their respective heirs, executors, administrators, personal representatives, successors and assigns.

After Hours Number: 208-921-0029

FACILITY OWNER:

Signature

Printed Name

RENTER:

Signature

Printed Name

Phone Number

Office Use Only:

Deposit Paid: _____

Copy of Driver's License Rcvd: (Initials) VR

Rental Fee + Tax Paid: _____

Deposit Check # _____ Cash _____

Receipt #: _____



CITY OF MIDDLETON

P O Box 487, MIDDLETON, ID 83644

208-585-3133, 208-585-9601 FAX

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ADMINISTRATIVE

CATERING PERMIT APPLICATION

REV. 4/2021

Event Information:

Permit to be used from: 3/9/23 To: 12/14/23 Start Time: 11 AM End Time: 1:30 PM
(Month/Day) (Month/Day)

Catering for: Chamber Winebar Sponsored By: Middleton Chamber
(Event Name) (Name of Organization, Group or Person)

Sponsor Address: PO Box 434 Middleton ID 83644
Street City State Zip

Sponsor phone: 208-761-2497

Is this a 21 Year and older only event?

☐ Yes

☒ No

Estimate Number of Guests: 50

Estimated number of Guests in attendance per hour: 50

Event Location: Trolley Station

Catering Applicant Information: (No Alcohol in City Parks)

Food Truck Vendor: N/A Phone: _____

State Licensed Alcohol Holder: _____
(Business Name as Listed on State Alcohol License)

Idaho State Alcohol License Number: _____ Year: _____

Responsible Licensee Name: _____
(Name) (Title) (Phone Number)

Premises - Address: _____
(Street) (City) (State) (Zip)

Signature of Responsible Licensee/Vendor

For City of Middleton Use Only

_____ \$20.00 Receipt Number

_____ Verify "On Premises Consumption" designation with Idaho State Police Alcohol and Beverage Control
at <https://isp.idaho.gov/abc/licenseSearch/>

_____ E-mail this form to Middleton Police Department, Middleton/Star Fire and Idaho State Police:
abc@isp.idaho.gov

_____ Attach copy of Catering Application Permit to Trolley Station Rental Agreement

CITY OF MIDDLETON, IDAHO

Report on Audited
Basic
Financial Statements
and
Supplemental Information

For the Year Ended September 30, 2022

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ZWYGART JOHN

CERTIFIED PUBLIC ACCOUNTANTS

Zwygart John & Associates CPAs, PLLC

16130 North Merchant Way, Suite 120 ♦ Nampa, Idaho 83687

Phone: 208-459-4649 ♦ FAX: 208-229-0404

Independent Auditor's Report

Honorable Mayor
and City Council
City of Middleton, Idaho

Report on the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the remaining fund information of the City of Middleton, Idaho (the City), as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the remaining fund information of the City of Middleton, Idaho, as of September 30, 2022, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. We are required to be independent of the City of Middleton and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The City of Middleton's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Middleton's ability to continue as a going concern from one year after the date that the financial statements are issued.

Auditor's Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City of Middleton's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Middleton's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the budgetary comparison information, schedule of the City's proportionate share of the net pension liability, and schedule of City contributions on pages 34 through 38 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Management has omitted management's discussion and analysis that accounting principles generally accepted in the United States of America required to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of the financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Middleton, Idaho's basic financial statements. The schedules of revenues by source and expenditures by object are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The schedules of revenues by source and expenditures by object are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedules of revenues by source and expenditures by object are fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 9, 2023, on our consideration of the City of Middleton, Idaho's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City of Middleton, Idaho's internal control over financial reporting and compliance.

Zwysart John & Associates, CPAs, PLLC

Nampa, Idaho
March 9, 2023

City of Middleton, Idaho
Statement of Net Position
September 30, 2022

	Primary Government			Component Unit
	Governmental Activities	Business-type Activities	Total	Middleton Urban Renewal Agency
Assets				
Current Assets:				
Cash and Cash Equivalents	\$ 11,000,225	\$ 10,787,985	\$ 21,788,210	\$ 448,226
Property Taxes Receivable, Net	51,235	-	51,235	123,890
Accounts Receivable, Net	31,719	349,710	381,429	-
Refund Receivable	-	-	-	7,794
Prepaid Items	-	-	-	1,284
Due from Other Governments	317,375	-	317,375	-
Unearned Royalty				
Interest Receivable	327	2,396	2,723	-
Noncurrent Assets:				
Restricted Cash	-	226,172	226,172	-
Capital Assets:				
Land and Construction in Progress	3,032,329	5,531,658	8,563,987	-
Buildings and Improvements, Net	7,296,882	12,987,890	20,284,772	-
Equipment, Net	404,345	629,701	1,034,046	-
Total Capital Assets	10,733,556	19,149,249	29,882,805	-
Total Assets	22,134,437	30,515,512	52,649,949	581,194
Deferred Outflows				
Pension Related Items	689,508	387,848	1,077,356	-
Total Deferred Outflows	689,508	387,848	1,077,356	-
Liabilities				
Current Liabilities:				
Accounts Payable	200,712	400,791	601,503	22,113
Salaries and Benefits Payable	78,898	30,912	109,810	-
Customer Deposits	-	48,966	48,966	-
Accrued Interest Payable	2,755	1,152	3,907	18,793
Long-term Liabilities:				
Portion Due or Payable Within One Year:				
Bond Payable	-	78,242	78,242	15,244
Lease Payable	65,616	17,734	83,350	-
Compensated Absences	19,213	17,316	36,529	-
Portion Due or Payable After One Year:				
Bond Payable	-	2,105,393	2,105,393	274,741
Lease Payable	2,288	9,152	11,440	-
Net Pension Liability	1,285,385	723,030	2,008,415	-
Total Liabilities	1,654,867	3,432,688	5,087,555	330,891
Deferred Inflows				
Pension Related Items	5,737	3,227	8,964	-
Unavailable Property Tax Revenue	-	-	-	123,890
Total Deferred Inflows	5,737	3,227	8,964	123,890
Net Position				
Invested in Capital Assets, Net of Related Debt	10,733,556	16,965,614	27,699,170	-
Restricted for:				
Debt Reserve	-	145,513	145,513	-
Streets & Alleys	3,953,139	-	3,953,139	-
Other	3,045,706	-	3,045,706	-
Unrestricted (Deficit) Surplus	3,430,940	10,356,318	13,787,258	126,413
Total Net Position	\$ 21,163,341	\$ 27,467,445	\$ 48,630,786	\$ 126,413

The accompanying notes are an integral
part of the financial statements.

City of Middleton, Idaho
Statement of Activities
For the Year Ended September 30, 2022

					Net (Expense) Revenue and Changes in Net Position			
Program Revenues					Primary Government			Component Unit
Expenses	Charges for Services and Sales	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-type Activities	Total		
Primary Government:								
Governmental Activities:								
Administrative	\$ 1,431,609	\$ 2,567,604	\$ 8,715	\$ -	\$ 1,144,710	\$ -	\$ 1,144,710	
Streets & Alleys	995,988	596,592	-	-	(399,396)	-	(399,396)	
Public Safety	1,688,881	-	-	-	(1,688,881)	-	(1,688,881)	
Culture and Recreation	575,848	9,307	-	-	(566,541)	-	(566,541)	
Total Governmental Activities	4,692,326	3,173,503	8,715	-	(1,510,108)	-	(1,510,108)	
Business-type Activities:								
Garbage	672,108.0	726,318.0	-	-	-	54,210	54,210	
Water	1,128,667.0	1,898,096.0	-	-	-	769,429	769,429	
Sewer	2,895,126.0	3,675,254.0	-	910,502	-	1,690,630	1,690,630	
Storm Drain	62,181.0	72,529.0	-	-	-	10,348	10,348	
Total Business-type Activities	4,758,082	6,372,197	-	910,502	-	2,524,617	2,524,617	
Total Primary Government	\$ 9,450,408	\$ 9,545,700	\$ 8,715	\$ 910,502	(1,510,108)	2,524,617	1,014,509	
Component Unit:								
Middleton Urban Renewal Agency								
	\$ 83,367	\$ -	\$ -	\$ -			\$ (83,367)	
General Revenues:								
					2,770,745	-	2,770,745	140,177
					1,929,885	-	1,929,885	-
					117,081	-	117,081	-
					311,573	85,238	396,811	
					21,868	31,823	53,691	252
					240,662	(240,662)	-	-
					5,391,814	(123,601)	5,268,213	140,429
					3,881,706	2,401,016	6,282,722	57,062
					17,281,635	25,066,429	42,348,064	69,351
					\$ 21,163,341	\$ 27,467,445	\$ 48,630,786	\$ 126,413

The accompanying notes are an integral
part of the financial statements.

City of Middleton, Idaho
Balance Sheet -
Governmental Funds
September 30, 2022

	General	Streets & Alleys	Impact Fees
Assets			
Cash and Cash Equivalents	\$ 3,787,085	\$ 3,944,215	\$ 3,069,995
Receivables, Net:			
Property Tax	28,122	23,113	-
Accounts	5,358	26,361	-
Interest	327	-	-
Due from Other Governments	317,375	-	-
Total Assets	<u>\$ 4,138,267</u>	<u>\$ 3,993,689</u>	<u>\$ 3,069,995</u>
Liabilities			
Accounts Payable	\$ 164,233	\$ 10,429	\$ 24,289
Salaries and Benefits Payable	62,932	10,056	-
Total Liabilities	<u>227,165</u>	<u>20,485</u>	<u>24,289</u>
Deferred Inflows			
Unavailable Revenue - Property Taxes	<u>24,394</u>	<u>20,065</u>	<u>-</u>
Fund Balances			
Nonspendable:			
Restricted	-	3,953,139	3,045,706
Unassigned	3,886,708	-	-
Total Fund Balances	<u>3,886,708</u>	<u>3,953,139</u>	<u>3,045,706</u>
Total Liabilities, Deferred Inflows and Fund Balances	<u>\$ 4,138,267</u>	<u>\$ 3,993,689</u>	<u>\$ 3,069,995</u>

The accompanying notes are an integral
part of the financial statements.

City of Middleton, Idaho
Balance Sheet -
Governmental Funds (continued)
September 30, 2022

	<u>Non-major Library</u>	<u>Governmental Funds</u>
Assets		
Cash and Cash Equivalents	\$ 198,930	\$ 11,000,225
Receivables, Net:		
Property Tax	-	51,235
Accounts	-	31,719
Interest	-	327
Due from Other Governments	-	317,375
Total Assets	<u>\$ 198,930</u>	<u>\$ 11,400,881</u>
Liabilities		
Accounts Payable	\$ 1,761	\$ 200,712
Salaries and Benefits Payable	5,910	78,898
Total Liabilities	<u>\$ 7,671</u>	<u>\$ 279,610</u>
Deferred Inflows		
Unavailable Revenue - Property Taxes	<u>-</u>	<u>44,459</u>
Fund Balances		
Nonspendable:		
Restricted	191,259	7,190,104
Unassigned		3,886,708
Total Fund Balances	<u>191,259</u>	<u>11,076,812</u>
Total Liabilities, Deferred Inflows and Fund Balances	<u>\$ 198,930</u>	<u>\$ 11,400,881</u>

The accompanying notes are an integral
part of the financial statements.

City of Middleton, Idaho
Reconciliation of the Balance Sheet of the
Governmental Funds to the Statement of Net Position
September 30, 2022

Total Fund Balances - Governmental Funds	\$ 11,076,812
--	---------------

Amounts reported for governmental activities in the Statement of Net Position are different because of the following:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported in governmental funds. Those assets consist of:

Land and Construction in Progress	\$ 3,032,329	
Buildings and Improvements, Net of \$3,868,897 Accum. Depr.	7,296,882	
Equipment, Net of \$1,483,784 Accumulated Depreciation	<u>404,345</u>	
		10,733,556

Property taxes receivable will be collected this year, but are not available soon enough to pay for current period expenditures and, therefore, are deferred in the funds.	44,459
--	--------

Long-term liabilities, including compensated absences, are not due and payable in the current period and, therefore, are not reported as liabilities in the funds. Long-term liabilities at year end consist of:

Compensated Absences	\$ (19,213)	
Accrued Interest	(2,755)	
Municipal Lease	<u>(67,904)</u>	
		(89,872)

The City participates in the Public Employer Retirement System of Idaho, which is a cost-sharing plan. As a participant they are required to report their share of the Net Pension Liability and the related deferred inflows and outflows on their Statement of Net Position.

Net Pension Liability	\$ (1,285,385)	
Pension Related Deferred Inflows	(5,737)	
Pension Related Deferred Outflows	<u>689,508</u>	
		<u>(601,614)</u>

Net Position of Governmental Activities	<u><u>\$ 21,163,341</u></u>
---	-----------------------------

The accompanying notes are an integral
part of the financial statements.

City of Middleton, Idaho
Statement of Revenues, Expenditures, and
Changes in Fund Balances -
Governmental Funds
For the Year Ended September 30, 2022

	General	Streets & Alleys	Impact Fees
Revenues			
Property Taxes	\$ 1,502,362	\$ 1,258,888	\$ -
Intergovernmental	708,723	1,221,162	-
Charges for Services	1,559,760	596,592	1,124,925
Interest Earned	12,286	6,322	3,050
Other	232,854	76,399	-
Total Revenues	<u>4,015,985</u>	<u>3,159,363</u>	<u>1,127,975</u>
Expenditures			
Current:			
Administrative	1,280,172	-	-
Streets & Alleys	-	732,143	-
Public Safety	495,629	-	-
Police	1,122,488	-	-
Culture and Recreation	174,464	-	-
Capital Outlay	118,451	938,256	-
Total Expenditures	<u>3,191,204</u>	<u>1,670,399</u>	<u>-</u>
Excess (Deficiency) of Revenues Over Expenditures)	<u>824,781</u>	<u>1,488,964</u>	<u>1,127,975</u>
Other Financing Sources (Uses)			
Transfer In	432,205	-	-
Transfer Out	(257,500)	(99,196)	(80,671)
Total Other Financing Sources (Uses)	<u>174,705</u>	<u>(99,196)</u>	<u>(80,671)</u>
Net Change in Fund Balances	999,486	1,389,768	1,047,304
Fund Balances - Beginning	2,887,222	2,563,371	1,998,402
Fund Balances - Ending	<u>\$ 3,886,708</u>	<u>\$ 3,953,139</u>	<u>\$ 3,045,706</u>

The accompanying notes are an integral
part of the financial statements.

City of Middleton, Idaho
Statement of Revenues, Expenditures, and
Changes in Fund Balances -
Governmental Funds (continued)
For the Year Ended September 30, 2022

	<u>Non-major Library</u>	<u>Governmental Funds</u>
Revenues		
Property Taxes	\$ -	\$ 2,761,250
Intergovernmental	-	1,929,885
Grants and Contributions	8,715	8,715
Charges for Services	9,307	3,290,584
Interest Earned	210	21,868
Other	2,320	311,573
Total Revenues	<u>20,552</u>	<u>8,323,875</u>
Expenditures		
Current:		
Administrative	-	1,280,172
Streets & Alleys	-	732,143
Public Safety	-	495,629
Police	-	1,122,488
Culture and Recreation	207,951	382,415
Capital Outlay	-	1,056,707
Total Expenditures	<u>207,951</u>	<u>5,069,554</u>
Excess (Deficiency) of Revenues Over Expenditures)	<u>(187,399)</u>	<u>3,254,321</u>
Other Financing Sources (Uses)		
Transfer In	257,500	689,705
Transfer Out	(11,676)	(449,043)
Total Other Financing Sources (Uses)	<u>245,824</u>	<u>240,662</u>
Net Change in Fund Balances	58,425	3,494,983
Fund Balances - Beginning	132,834	7,581,829
Fund Balances - Ending	<u>\$ 191,259</u>	<u>\$ 11,076,812</u>

The accompanying notes are an integral
part of the financial statements.

City of Middleton, Idaho
Reconciliation of the Statement of Revenues,
Expenditures, and Changes in Fund Balances of the
Governmental Funds to the Statement of Activities
For the Year Ended September 30, 2022

Total Net Change in Fund Balance - Governmental Funds	\$ 3,494,983
---	--------------

Amounts reported for governmental activities in the Statement of Activities are different because of the following:

Capital outlays are reported in governmental funds as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over their useful lives as depreciation expense. In the current period these amounts are:

Capital Outlay	\$ 1,057,540	
Depreciation	<u>(571,998)</u>	
		485,542

Because some property taxes will not be collected for several months after the City's fiscal year ends, they are not considered as "available" revenues in the governmental funds and are, instead, counted as deferred tax revenues. They are, however, recorded as revenues in the Statement of Activities.

9,495

The repayment of the principal of a municipal lease consumes the current financial resources of governmental funds. The repayment of the principal, however, has no effect on Net Position.

62,295

Compensated absences reported in the Statement of Activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds. This amount represents the net change in compensated absences.

10,001

Accrued interest on long-term debt reported in the Statement of Activities does not require the use of current financial resources and, therefore, is not reported as an expenditure in governmental funds. This amount represents the net change in accrued interest.

2,613

The City participates in the Public Employer Retirement System of Idaho, which is a cost-sharing plan. As a participant they are required to report their share of the Net Pension Liability and the related deferred inflows and outflows on their Statement of net Position. The changes in the Net Pension Liability and the related deferred inflows and outflows does not affect the governmental funds, but are reported in the Statement of Activities.

(183,223)

Change in Net Position of Governmental Activities	<u><u>\$ 3,881,706</u></u>
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The accompanying notes are an integral
part of the financial statements.

City of Middleton, Idaho
Statement of Net Position -
Proprietary Funds
September 30, 2022

	Garbage	Water	Sewer	Non-major Storm Drain	Total
Assets					
Current Assets:					
Cash and Cash Equivalents	\$ 134,147	\$ 4,239,427	\$ 6,274,476	\$ 139,935	\$ 10,787,985
Accounts Receivable, Net	65,763	85,115	198,832	-	349,710
Interest Receivable	-	1,035	1,361	-	2,396
Total Current Assets	199,910	4,325,577	6,474,669	139,935	11,140,091
Noncurrent Assets:					
Restricted Cash	-	80,659	145,513	-	226,172
Capital Assets:					
Land and Construction					
in Progress	-	1,579,990	3,951,668	-	5,531,658
Buildings and Improvements, Net	-	2,760,258	10,227,632	-	12,987,890
Equipment, Net	-	390,621	239,080	-	629,701
Total Noncurrent Assets	-	4,811,528	14,563,893	-	19,375,421
Total Assets	199,910	9,137,105	21,038,562	139,935	30,515,512
Deferred Outflows					
Pension Related Items	-	193,924	193,924	-	387,848
Total Deferred Outflows	-	193,924	193,924	-	387,848
Liabilities					
Current Liabilities:					
Accounts Payable	59,017	21,570	310,525	9,679	400,791
Salaries and Benefits Payable	-	10,148	20,764	-	30,912
Customer Deposits	-	48,966	-	-	48,966
Compensated Absences	-	7,769	9,547	-	17,316
Accrued Interest Payable	-	-	1,152	-	1,152
Bonds, Notes, and Loans Payable	-	-	78,242	-	78,242
Lease Payable	-	8,867	8,867	-	17,734
Total Current Liabilities	59,017	97,320	429,097	9,679	595,113
Noncurrent Liabilities:					
Bonds, Notes, and Loans Payable	-	-	2,105,393	-	2,105,393
Net Pension Liability	-	361,515	361,515	-	723,030
Lease Payable	-	4,576	4,576	-	9,152
Total Noncurrent Liabilities	-	366,091	2,471,484	-	2,837,575
Total Liabilities	59,017	463,411	2,900,581	9,679	3,432,688
Deferred Inflows					
Pension Related Items	-	1,614	1,613	-	3,227
Total Deferred Inflows	-	1,614	1,613	-	3,227
Net Position					
Invested in Capital Assets,					
Net of Related Debt	-	4,730,869	12,234,745	-	16,965,614
Restricted - Debt Reserve	-	-	145,513	-	145,513
Unrestricted	140,893	4,135,135	5,950,034	130,256	10,356,318
Total Net Position	\$ 140,893	\$ 8,866,004	\$ 18,330,292	\$ 130,256	\$ 27,467,445

The accompanying notes are an integral
part of the financial statements.

City of Middleton, Idaho
Statement of Revenues, Expenses, and Changes
in Fund Net Position - Proprietary Funds
For the Year Ended September 30, 2022

	Garbage	Water	Sewer	Non-major Storm Drain	Total
Operating Revenues					
Charges for Services	\$ 726,318	\$ 1,877,095	\$ 3,675,254	\$ 72,529	\$ 6,351,196
Rent	-	21,001	-	-	21,001
Grants	-	-	910,502	-	910,502
Miscellaneous	22,122	62,916	200	-	85,238
Total Operating Revenues	<u>748,440</u>	<u>1,961,012</u>	<u>4,585,956</u>	<u>72,529</u>	<u>7,367,937</u>
Operating Expenses					
Salaries	-	284,984	340,388	-	625,372
Benefits	-	154,862	202,032	-	356,894
Supplies	1,030	3,164	2,176	-	6,370
Professional Services	670,080	128,401	1,036,179	60,443	1,895,103
Utilities	-	75,786	81,218	-	157,004
Miscellaneous	998	60,699	281,839	-	343,536
Repairs and Maintenance	-	238,590	304,475	1,738	544,803
Depreciation	-	182,181	584,715	-	766,896
Total Operating Expenses	<u>672,108</u>	<u>1,128,667</u>	<u>2,833,022</u>	<u>62,181</u>	<u>4,695,978</u>
Income (Loss) From Operations	<u>76,332</u>	<u>832,345</u>	<u>1,752,934</u>	<u>10,348</u>	<u>2,671,959</u>
Nonoperating Revenues (Expenses)					
Interest Earned	106	12,088	19,629	-	31,823
Interest Expense	-	-	(62,104)	-	(62,104)
Transfers Out	(19,274)	(110,694)	(110,694)	-	(240,662)
Total Nonoperating Revenues (Expenses)	<u>(19,168)</u>	<u>(98,606)</u>	<u>(153,169)</u>	<u>-</u>	<u>(270,943)</u>
Change in Net Position	<u>57,164</u>	<u>733,739</u>	<u>1,599,765</u>	<u>10,348</u>	<u>2,401,016</u>
Total Net Position - Beginning	<u>83,729</u>	<u>8,132,265</u>	<u>16,730,527</u>	<u>119,908</u>	<u>25,066,429</u>
Total Net Position - Ending	<u>\$ 140,893</u>	<u>\$ 8,866,004</u>	<u>\$ 18,330,292</u>	<u>\$ 130,256</u>	<u>\$ 27,467,445</u>

The accompanying notes are an integral
part of the financial statements.

City of Middleton, Idaho
Statement of Cash Flows -
Proprietary Funds
For the Year Ended September 30, 2022

	Garbage	Water	Sewer	Non-major Storm Drain	Total
Cash Flows From Operating Activities					
Receipts from Customers	\$ 738,272	\$ 1,943,997	\$ 4,566,122	\$ 72,529	\$ 7,320,920
Payments to Suppliers	(663,987)	(566,390)	(2,055,308)	(55,025)	(3,340,710)
Payments to Employees	-	(393,581)	(470,184)	-	(863,765)
Net Cash Provided (Used) by Operating Activities	74,285	984,026	2,040,630	17,504	3,116,445
Cash Flows From Noncapital Financing Activities					
Net Cash Transfer In (Out)	(19,274)	(110,694)	(110,694)	-	(240,662)
Net Cash Provided (Used) by Noncapital Financing Activities	(19,274)	(110,694)	(110,694)	-	(240,662)
Cash Flows From Capital and Related Financing Activities					
Purchases and Construction of Capital Assets	-	(18,185)	(1,403,096)	-	(1,421,281)
Principal Paid on Capital Debt	-	(8,499)	(84,647)	-	(93,146)
Interest Paid on Capital Debt	-	-	(62,144)	-	(62,144)
Net Cash Used by Capital and Related Financing Activities	-	(26,684)	(1,549,887)	-	(1,576,571)
Cash Flows From Investing Activities					
Interest and Dividends	106	11,291	18,581	-	29,978
Net Cash Provided (Used) by Investing Activities	106	11,291	18,581	-	29,978
 Net Increase (Decrease) in Cash and Cash Equivalents	 55,117	 857,939	 398,630	 17,504	 1,329,190
Cash and Cash Equivalents - Beginning	79,030	3,462,147	6,021,359	122,431	9,684,967
Cash and Cash Equivalents - Ending	<u>\$ 134,147</u>	<u>\$ 4,320,086</u>	<u>\$ 6,419,989</u>	<u>\$ 139,935</u>	<u>\$ 11,014,157</u>
Displayed As:					
Cash	\$ 134,147	\$ 4,239,427	\$ 6,274,476	\$ 139,935	\$ 10,787,985
Restricted Cash	-	80,659	145,513	-	226,172
	<u>\$ 134,147</u>	<u>\$ 4,320,086</u>	<u>\$ 6,419,989</u>	<u>\$ 139,935</u>	<u>\$ 11,014,157</u>

The accompanying notes are an integral
part of the financial statements.

City of Middleton, Idaho
Statement of Cash Flows -
Proprietary Funds (continued)
For the Year Ended September 30, 2022

	Garbage	Water	Sewer	Non-major Storm Drain	Total
Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:					
Operating Income (Loss)	\$ 76,332	\$ 832,345	\$ 1,752,934	\$ 10,348	\$ 2,671,959
Adjustments to Reconcile Operating Income to Net Cash Provided (Used) by Operating Activities:					
Depreciation	-	182,181	584,715	-	766,896
(Increase) Decrease in Accounts Receivable	(10,168)	(17,382)	(19,834)	-	(47,384)
(Increase) Decrease in Deferred Outflows	-	(80,989)	(89,247)	-	(170,236)
Increase (Decrease) in Accounts Payable	8,121	(59,750)	(349,421)	7,156	(393,894)
Increase (Decrease) in Customer Deposits	-	367	-	-	367
Increase (Decrease) in Salaries and Benefits Payable	-	(303)	7,403	-	7,100
Increase (Decrease) in Compensated Absences	-	(2,336)	1,860	-	(476)
Increase (Decrease) in Net Pension Liability	-	364,779	382,052	-	746,831
Increase (Decrease) in Deferred Inflows	-	(234,886)	(229,832)	-	(464,718)
Net Cash Provided (Used) by Operating Activities	<u>\$ 74,285</u>	<u>\$ 984,026</u>	<u>\$ 2,040,630</u>	<u>\$ 17,504</u>	<u>\$ 3,116,445</u>

The accompanying notes are an integral
part of the financial statements.

City of Middleton, Idaho
Notes to Financial Statements
For the Year Ended September 30, 2022

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

The accompanying financial statements present the activities of the City of Middleton, Idaho (the City), which has responsibility and control over all activities related to public safety, planning and zoning, parks, roads and streets, water, and sewer services within the City. The City receives funding from local, state, and federal government sources and must comply with all of the requirements of these funding source entities. However, the City is not included in any other governmental reporting entity as defined by generally accepted accounting principles. Council members are elected by the public and have decision-making authority, the power to designate management, the ability to significantly influence operations, and the primary accountability for fiscal matters.

The accompanying financial statements present the City and its component units, entities for which the City is considered to be financially accountable. The component unit column in the government-wide statements is the financial data of the Middleton Urban Renewal Agency (the Agency). The Agency is a separate and distinct legal entity created by State statute. The directors are appointed by the Mayor and approved by the City Council. The Agency provides urban development services for the citizens of the City. Complete financial statements can be obtained from the City of Middleton.

B. Basis of Presentation, Basis of Accounting

Basis of Presentation

Government-wide Statements: The Statement of Net Position and the Statement of Activities display information about the financial activities of the City. Eliminations have been made to minimize the double counting of internal activities. These statements distinguish between the governmental and business-type activities of the City. Governmental activities generally are financed through taxes, intergovernmental revenues, and other non-exchange transactions. Business-type activities are financed in whole or in part by fees charged to external parties.

The Statement of Activities presents a comparison between direct expenses and program revenues for each segment of the business-type activities of the City and for each function of the City's governmental activities.

- Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function.

City of Middleton, Idaho
Notes to Financial Statements
For the Year Ended September 30, 2022

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

- Indirect expenses—expenses of the general government related to the administration and support of the City’s programs, such as personnel and accounting (but not interest on long-term debt)—are allocated to programs based on their percentage of total primary government expenses. Interest expenses are allocated to the programs that manage the capital assets financed with long-term debt.
- Program revenues include (a) charges paid by the recipients of goods or services offered by the programs and (b) grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues, including all taxes and state formula aid, are presented as general revenues.

Fund Financial Statements: The fund financial statements provide information about the City’s funds. Separate statements for each fund category—*governmental and proprietary*—are presented. The emphasis of fund financial statements is on major governmental and enterprise funds, each displayed in a separate column. Any remaining governmental and enterprise funds would be aggregated and reported as nonmajor funds.

The City reports the following major governmental funds:

- *General fund.* This is the City’s primary operating fund. It accounts for all financial resources of the City, except those required to be accounted for in another fund.
- *Streets & Alleys fund.* This fund accounts for the activities related to the City’s roads and streets.
- *Impact fees.* This fund accounts for the activities related to impact fees.

Proprietary fund operating revenues and expenses are related to providing sanitation, water, and sewer services to the residents and businesses of the City of Middleton, Idaho and providing services to other parts of the City government. Revenues and expenses that arise from capital and non-capital financing activities and from investing activities are presented as non-operating revenues or expenses.

The City reports the following major enterprise funds:

- *Water fund.* This fund accounts for the activities of the City’s water supply system, pumping stations, and collection systems.
- *Sewer fund.* This fund accounts for the operations and collections of the City’s sewer system.

City of Middleton, Idaho
Notes to Financial Statements
For the Year Ended September 30, 2022

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

- *Garbage fund.* This fund accounts for the operations and collections of the City's sanitation services.

Basis of Accounting

The government-wide and proprietary fund financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place.

Nonexchange transactions, in which the City receives value without directly giving equal value in return, include property taxes, grants, and donations. On an accrual basis, revenue from property taxes is recognized in the fiscal year for which the taxes are levied. Revenue from grants and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied.

Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. The City considers all revenues reported in the governmental funds to be available if they are collected within sixty days after year-end. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, and claims and judgments, which are recognized as expenditures to the extent they have matured. General capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term liabilities and acquisitions under capital leases are reported as other financing sources.

Fund Balance Reporting in Governmental Funds

Different measurement focuses and bases of accounting are used in the government-wide Statement of Net Position and in the governmental fund Balance Sheet.

The City uses the following fund balance categories in the governmental fund Balance Sheet:

- *Nonspendable.* Prepaid items that are permanently precluded from conversion to cash.
- *Restricted.* Balances constrained to a specific purpose by enabling legislation, external parties, or constitutional provisions.
- *Unassigned.* Balances available for any purpose.

City of Middleton, Idaho
Notes to Financial Statements
For the Year Ended September 30, 2022

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

The remaining fund balance classifications (committed and assigned) are either not applicable or no formal policy has yet been established to be able to utilize such classifications of fund balance. However, if there had been committed funds, these amounts would have been decided by the City Council, the City's highest level of decision-making authority, through a formal action. The City Council would also have the authority to assign funds or authorize another official to do so.

Under the terms of grant agreements, the City funds certain programs by a combination of specific cost-reimbursement grants, categorical block grants, and general revenues. Thus, when program expenses are incurred, there are both restricted and unrestricted net position/fund balance available to finance the program. When both restricted and unrestricted resources are available for use, it is the government's intent to use restricted resources first, then unrestricted resources as they are needed.

There is also no formal policy regarding the use of committed, assigned, or unassigned fund balances. However, it is the City's intent that when an expenditure is incurred for purposes for which amounts in any of the unrestricted classifications of fund balance could be used, the City considers committed amounts to be reduced first, followed by assigned amounts, and then unassigned amounts.

In the Streets & Alleys fund, external parties require that property taxes, grants, and intergovernmental revenues are to be used to maintain, build, or improve the City's roads and streets.

C. Assets and Liabilities

Cash Equivalents

The City requires all cash belonging to the City to be placed in custody of the Treasurer. A "Pooled Cash" concept is therefore used in maintaining the cash and investment accounts in the accounting records. Under this method, all cash is pooled for investment purposes and each fund has equity in the pooled amount. All amounts included in the pooled cash and investment accounts are considered to be cash and cash equivalents. See Note 2.

Receivables

All trade receivables are shown net of an allowance for doubtful accounts. As of September 30, 2022, there were no allowances in any of the funds.

City of Middleton, Idaho
Notes to Financial Statements
For the Year Ended September 30, 2022

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Property Tax Calendar

The City levies its real property taxes through the county in September of each year based upon the assessed valuation as of the previous July. Property taxes are due in two installments on December 20 and June 20 and are considered delinquent on January 1 and July 1, at which time the property is subject to lien.

Capital Assets

Capital assets are reported at actual or estimated historical cost based on appraisals or deflated current replacement cost. Contributed assets are reported at estimated fair value at the time received.

Capitalization thresholds (the dollar value above which asset acquisitions are added to the capital asset accounts), depreciation methods, and estimated useful lives of capital assets reported in the government-wide statements and proprietary funds are shown below:

	Capitalization <u>Policy</u>	Depreciation <u>Method</u>	Estimated <u>Useful Life</u>
Buildings and Improvements	\$5,000	Straight-Line	8 – 40 Years
Equipment and Vehicles	\$5,000	Straight-Line	5 – 20 Years

General infrastructure assets acquired prior to October 2003, are not reported in the basic financial statements. General infrastructure assets include all roads and bridges and other infrastructure assets acquired subsequent to October 1, 2003.

Depreciation is used to allocate the actual or estimated historical cost of all capital assets over their estimated useful lives.

Compensated Absences

The City uses the vesting method to compute compensated absences awarded to employees.

Pensions

For purposes of measuring the net pension liability and pension expense, information about the fiduciary net position of the Public Employee Retirement System of Idaho Base Plan (Base Plan) and additions to/deductions from Base Plan's fiduciary net position have been determined on the same basis as they are reported by the Base Plan. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

City of Middleton, Idaho
Notes to Financial Statements
For the Year Ended September 30, 2022

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

2. CASH AND INVESTMENTS

Deposits

As of September 30, 2022, the carrying amount of the City's deposits was \$5,723,704 and the respective bank balances totaled \$5,958,975 . \$4,723,704 of the bank balance was not insured through the Federal Depository Insurance Corporation (FDIC).

Custodial Credit Risk – Deposits

Custodial credit risk is the risk that in the event of a bank failure, the government's deposits may not be returned. As of September 30, 2022, \$4,723,704 of the City's deposits were not covered by the federal depository insurance or by collateral held by the City's agent or pledging financial institution's trust department or agent in the name of the City. The City also had \$750 of petty cash on hand. The City does not have a formal policy limiting its exposure to custodial credit risk.

Custodial Credit Risk – Investments

Custodial credit risk is the risk that an issuer or other counter party to an investment will not fulfill its obligations. The City does not have a formal policy limiting its custodial credit risk for investments.

Interest Rate Risk

The City does not have a formal policy limiting investment maturities that would help manage its exposure to fair value losses from increasing interest rates.

Investments

The City voluntarily participates in the State of Idaho Investment Pool which does not have a credit rating. The pool is not registered with the Securities and Exchange Commission or any other regulatory body. Oversight of the pool is with the State Treasurer, and Idaho Code defines allowable investments. The fair value of the City's investment in the pool is the same as the value of the pool shares.

City of Middleton, Idaho
Notes to Financial Statements
For the Year Ended September 30, 2022

2. CASH AND INVESTMENTS (continued)

It is the City's policy to limit investments to the safest types of securities and to diversify the City's investment portfolio so that potential losses on securities will be minimized. The City follows Idaho Statute that outlines qualifying investment options as follows:

Idaho Code authorizes the City to invest any available funds in obligations issued or guaranteed by the United States Treasury, the State of Idaho, local Idaho municipalities and taxing districts, the Farm Credit System, or Idaho public corporations, as well as time deposit accounts and repurchase agreements.

The City's investments at September 30, 2022, are summarized below:

Investment Type	Fair Value	Maturity (In Years)
		Less Than 1
Money Market Funds	\$ 14,711,275	\$ 14,711,275
External Investment Pool	1,578,653	1,578,653
	<u>\$ 16,289,928</u>	<u>\$ 16,289,928</u>

At year-end, cash and investments were reported in the basic financial statements in the following categories:

	Governmental Activities	Business-type Activities	Total
Cash and cash equivalents	\$ 4,499,740	\$ 1,144,055	\$ 5,643,795
Restricted Cash and Investments	-	226,172	226,172
Investments categorized as deposits	6,500,485	9,643,930	16,144,415
	<u>\$ 11,000,225</u>	<u>\$ 11,014,157</u>	<u>\$ 22,014,382</u>

The City has set aside restricted funds of \$226,172 , which includes \$145,513 in accordance with debt restrictions and \$80,659 for utility customers' deposits.

3. DUE FROM OTHER GOVERNMENTAL UNITS

Amounts due from other governmental units consist of state revenue sharing of \$317,375 .

4. PROPERTY TAXES

The City receives tax revenue from Canyon County. The County is responsible for property valuation and collection of tax levies. The taxes that have not been remitted to the City by the County as of September 30, 2022, are considered by the City as a receivable. Taxes not collected within 60 days after September 30, 2022, are not considered available for use by the City and are recorded as deferred revenue in the fund financial statements.

City of Middleton, Idaho
Notes to Financial Statements
For the Year Ended September 30, 2022

5. PENSION PLAN

Plan Description

The City of Middleton, Idaho contributes to the Base Plan which is a cost-sharing multiple-employer defined benefit pension plan administered by Public Employee Retirement System of Idaho (PERSI or System) that covers substantially all employees of the State of Idaho, its agencies and various participating political subdivisions. The cost to administer the plan is financed through the contributions and investment earnings of the plan. PERSI issues a publicly available financial report that includes financial statements and the required supplementary information for PERSI. That report may be obtained on the PERSI website at www.persi.idaho.gov.

Responsibility for administration of the Base Plan is assigned to the Board comprised of five members appointed by the Governor and confirmed by the Idaho Senate. State law requires that two members of the Board be active Base Plan members with at least ten years of service and three members who are Idaho citizens not members of the Base Plan except by reason of having served on the Board.

Pension Benefits

The Base Plan provides retirement, disability, death and survivor benefits of eligible members or beneficiaries. Benefits are based on members' years of service, age, and highest average salary. Members become fully vested in their retirement benefits with five years of credited service (5 months for elected or appointed officials). Members are eligible for retirement benefits upon attainment of the ages specified for their employment classification. The annual service retirement allowance for each month of credited service is 2.0% (2.3% for police/firefighters) of the average monthly salary for the highest consecutive 42 months.

The benefit payments for the Base Plan are calculated using a benefit formula adopted by the Idaho Legislature. The Base Plan is required to provide a 1% minimum cost of living increase per year provided the Consumer Price Index increases 1% or more. The PERSI Board has the authority to provide higher cost of living increases to a maximum of the Consumer Price Index movement or 6%, whichever is less; however, any amount above the 1% minimum is subject to review by the Idaho Legislature.

Member and Employer Contributions

Member and employer contributions paid to the Base Plan are set by statute and are established as a percent of covered compensation and earnings from investments. Contribution rates are determined by the PERSI Board within limitations, as defined by state law. The Board may make periodic changes to employer and employee contribution rates (expressed as percentages of annual covered payroll) if current rates are actuarially determined to be inadequate or in excess to accumulate sufficient assets to pay benefits when due.

City of Middleton, Idaho
Notes to Financial Statements
For the Year Ended September 30, 2022

5. PENSION PLAN (continued)

The contribution rates for employees are set by statute at 60% of the employer rate for general employees and 74% for public safety. As of June 30, 2022, it was 7.16% for general employees and 9.13% for public safety. The employer contribution rate as a percent of covered payroll is set by the Retirement Board and was 11.94% for general employees and 12.28% for police and firefighters. The City of Middleton, Idaho's contributions were \$246,807 for the year ended September 30, 2022.

Pension Liabilities, Pension Expense (Revenue), and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At September 30, 2022, the City of Middleton, Idaho reported a liability for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2022, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City of Middleton, Idaho's proportion of the net pension liability was based on the City of Middleton Idaho's share of contributions in the Base Plan pension plan relative to the total contributions of all participating PERSI Base Plan employers. At June 30, 2022, the City of Middleton, Idaho's proportion was 0.0509911 percent.

For the year ended September 30, 2022, the City of Middleton recognized pension expense/ (revenue) of \$541,901. At September 30, 2022, the City of Middleton, Idaho reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 220,851	\$ 8,964
Changes in assumptions or other inputs	327,432	-
Net difference between projected and actual earnings on pension plan investments	462,112	-
City of Middleton, Idaho's contributions subsequent to the measurement date	66,961	-
Total	\$ 1,077,356	\$ 8,964

\$66,961 reported as deferred outflows of resources related to pensions resulting from Employer contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ending September 30, 2022.

City of Middleton, Idaho
Notes to Financial Statements
For the Year Ended September 30, 2022

5. PENSION PLAN (continued)

The average of the expected remaining service lives of all employees that are provided with pensions through the System (active and inactive employees) determined at July 1, 2022, the beginning of the measurement period ended June 30, 2021, is 4.6 years and 4.6 for the measurement period June 30, 2022.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense (revenue) as follows:

For the Year Ended	
September 30:	PERSI
2023	\$ 306,439
2024	259,977
2025	120,239
2026	381,737

Actuarial Assumptions

Valuations are based on actuarial assumptions, the benefit formulas, and employee groups. Level percentages of payroll normal costs are determined using the Entry Age Normal Cost Method. Under the Entry Age Normal Cost Method, the actuarial present value of the projected benefits of each individual included in the actuarial valuation is allocated as a level percentage of each year's earnings of the individual between entry age and assumed exit age. The Base Plan amortizes any unfunded actuarial accrued liability based on a level percentage of payroll. The maximum amortization period for the Base Plan permitted under Section 59-1322, Idaho Code, is 25 years.

The total pension liability in the June 30, 2022 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.30%
Salary increases	3.05%
Salary inflation	3.05%
Investment rate of return	6.35%, net of investment expenses
Cost-of-living adjustments	1%

Contributing Members, Service Retirement Members, and Beneficiaries

- General Employees and All Beneficiaries – Males Pub-2010 General Tables, increased 11%
- General Employees and All Beneficiaries – Females Pub-2010 General Tables, increased 21%
- Teachers – Males Pub-2010 Teacher Tables, increased 12%
- Teachers – Females Pub-2010 Teacher Tables, increased 21%

City of Middleton, Idaho
Notes to Financial Statements
For the Year Ended September 30, 2022

5. PENSION PLAN (continued)

- Fire & Police – Males Pub-2010 Safety Tables, increased 21%
- Fire & Police – Females Pub -2010 Safety Tables, increased 26%
- Disabled Members – Males Pub-2010 Disabled Tables, increased 38%
- Disabled Members – Females Pub-2010 Disabled Tables, increased 36%

An experience study was performed for the period July 1, 2015 through June 30, 2020 which reviewed all economic and demographic assumptions including mortality. The Total Pension Liability as of June 30, 2022 is based on the results of an actuarial valuation date of July 1, 2022.

The long-term expected rate of return on pension plan investments was determined using the building block approach and a forward-looking model in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

These ranges are combined to produce the long-term expected rate of return by weighing the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

Even though history provides a valuable perspective for setting the investment return assumption, the System relies primarily on an approach which builds upon the latest capital market assumptions. Specifically, the System uses consultants, investment managers and trustees to develop capital market assumptions in analyzing the System's asset allocation. The assumptions and the System's formal policy for asset allocation are shown below. The formal asset allocation policy is somewhat more conservative than the current allocation of System's assets.

The best-estimate range for the long-term expected rate of return is determined by adding expected inflation to expected long-term real returns and reflecting expected volatility and correlation. The capital market assumptions are as of 2022.

Asset Class	
Fixed Income	30.00%
US/Global Equity	55.00%
International Equity	15.00%
Cash	0.00%
Total	100.00%

City of Middleton, Idaho
Notes to Financial Statements
For the Year Ended September 30, 2022

5. PENSION PLAN (continued)

Discount Rate

The discount rate used to measure the total pension liability was 6.35%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current contribution rate. Based on these assumptions, the pension plans' net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability. The long-term expected rate of return was determined net of pension plan investment expense but without reduction for pension plan administrative expense.

Sensitivity of the Employer's proportionate share of the net pension liability to changes in the discount rate.

The following presents the Employer's proportionate share of the net pension liability calculated using the discount rate of 6.35 percent, as well as what the Employer's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.35 percent) or 1-percentage-point higher (7.35 percent) than the current rate:

	1% Decrease (5.35%)	Current Discount Rate (6.35%)	1% Increase (7.35%)
Employer's proportionate share of the net pension liability (asset)	\$ 3,544,655	\$ 2,008,415	\$ 751,041

Pension plan fiduciary net position

Detailed information about the pension plan's fiduciary net position is available in the separately issued PERSI financial report.

PERSI issues a publicly available financial report that includes financial statements and the required supplementary information for PERSI. That report may be obtained on the PERSI website at www.persi.idaho.gov.

City of Middleton, Idaho
Notes to Financial Statements
For the Year Ended September 30, 2022

6. COMPENSATED ABSENCES

Vacation leave is granted to all regular City employees. In the event of termination, an employee is reimbursed for accumulated vacation leave. Changes in accumulated vacation are as follows:

	<u>9/30/2021</u>	<u>Earned</u>	<u>Used</u>	<u>9/30/2022</u>	<u>Current</u>
Governmental Activities	\$ 29,214	\$ 46,652	\$ (56,653)	\$ 19,213	\$ 19,213
Business-type Activities	<u>17,792</u>	<u>32,195</u>	<u>(32,671)</u>	<u>17,316</u>	<u>17,316</u>
	<u>\$ 47,006</u>	<u>\$ 78,847</u>	<u>\$ (89,324)</u>	<u>\$ 36,529</u>	<u>\$ 36,529</u>

7. CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2022, was as follows:

	<u>9/30/2021</u>	<u>Additions</u>	<u>Disposals</u>	<u>9/30/2022</u>
<u>Governmental Activities:</u>				
Capital Assets Not Being Depreciated:				
Land	\$ 1,743,921	\$ 925,140	\$ -	\$ 2,669,061
Construction in Progress	<u>363,268</u>	<u>-</u>	<u>-</u>	<u>363,268</u>
Total	<u>1,725,661</u>	<u>925,140</u>	<u>-</u>	<u>3,032,329</u>
Capital Assets Being Depreciated:				
Buildings and Improvements	11,033,379	132,400	-	11,165,779
Equipment	<u>1,888,129</u>	<u>-</u>	<u>-</u>	<u>1,888,129</u>
Total Historical Cost	<u>10,707,072</u>	<u>132,400</u>	<u>-</u>	<u>13,053,908</u>
Less: Accumulated Depreciation				
Buildings and Improvements	3,424,449	444,448	-	3,868,897
Equipment	<u>1,356,234</u>	<u>127,550</u>	<u>-</u>	<u>1,483,784</u>
Total Accumulated Depreciation	<u>3,210,556</u>	<u>571,998</u>	<u>-</u>	<u>5,352,681</u>
Net Depreciable Assets	<u>7,496,516</u>	<u>(439,598)</u>	<u>-</u>	<u>7,701,227</u>
Governmental Activities - Net	<u>\$ 9,222,177</u>	<u>\$ 485,542</u>	<u>\$ -</u>	<u>\$ 10,733,556</u>

City of Middleton, Idaho
Notes to Financial Statements
For the Year Ended September 30, 2022

7. CAPITAL ASSETS (continued)

	<u>9/30/2021</u>	<u>Additions</u>	<u>Disposals</u>	<u>9/30/2022</u>
<u>Business-type Activities:</u>				
Capital Assets Not Being Depreciated:				
Land and Easements	\$ 3,625,867	\$ -	\$ -	\$ 3,625,867
Construction in Progress	<u>554,730</u>	<u>1,351,061</u>	<u>-</u>	<u>1,905,791</u>
Total	<u>3,699,867</u>	<u>1,351,061</u>	<u>-</u>	<u>5,531,658</u>
Capital Assets Being Depreciated:				
Buildings and Improvements	20,621,460	19,450	-	20,640,910
Equipment	<u>1,966,256</u>	<u>50,770</u>	<u>-</u>	<u>2,017,026</u>
Total Historical Cost	<u>20,729,519</u>	<u>70,220</u>	<u>-</u>	<u>22,657,936</u>
Less: Accumulated Depreciation				
Buildings and Improvements	7,003,785	649,235	-	7,653,020
Equipment	<u>1,269,664</u>	<u>117,661</u>	<u>-</u>	<u>1,387,325</u>
Total Accumulated Depreciation	<u>5,614,395</u>	<u>766,896</u>	<u>-</u>	<u>9,040,345</u>
Net Depreciable Assets	<u>15,115,124</u>	<u>(696,676)</u>	<u>-</u>	<u>13,617,591</u>
Business-type Activities - Net	<u>\$ 17,688,031</u>	<u>\$ 654,385</u>	<u>\$ -</u>	<u>\$ 19,149,249</u>

Depreciation expense was charged to the functions of the City as follows:

Governmental Activities:

Administrative	\$ 51,700
Highway and Streets	345,604
Public Safety	48,306
Culture and Recreation	<u>126,388</u>
	<u>\$ 571,998</u>

All assets that were constructed using the bond funds were completed in prior years, so no interest has been capitalized in the enterprise funds.

8. RISK MANAGEMENT

The City is exposed to a considerable number of risks of loss including, but not limited to, a) damage to and loss of property and contents, b) employee torts, c) professional liabilities, i.e. errors and omissions, d) environmental damage, e) worker's compensation, i.e. employee injuries, and f) medical insurance costs of its employees. Commercial insurance policies are purchased to transfer the risk of loss for property and content damage, employee torts, medical insurance costs, and professional liabilities.

City of Middleton, Idaho
Notes to Financial Statements
For the Year Ended September 30, 2022

9. LONG-TERM LIABILITIES

Business-type Activities – Sewer Fund Bond Payable

The City issued \$2,800,000 of Series 2013 Revenue Bonds dated September 23, 2013, with a maturity date of September 23, 2043, and bearing interest at 2.75% per annum. Payments are due in September of each year. The Bonds were issued to pay for sewer system upgrades.

Business-type Activities – Sewer Fund Note Payable

Changes in long-term obligations for the year ended September 30, 2022, are as follows:

Description	Rate	9/30/2021	Increase	Decrease	9/30/2022	Current Portion
USDA Loan 92-02	2.750%	<u>\$ 2,259,783</u>	<u>\$ -</u>	<u>\$ (76,148)</u>	<u>\$ 2,183,635</u>	<u>\$ 78,242</u>

Debt service requirements on long-term debt at September 30, 2022, are as follows:

Year Ending September 30,	Bonds	
	Principal	Interest
2023	\$ 78,242	\$ 60,050
2024	80,394	57,898
2025	82,605	55,687
2026	84,876	53,416
2027	87,210	51,082
2028-2032	473,372	218,088
2033-2037	542,140	149,320
2038-2042	620,899	70,561
2043-2043	<u>133,897</u>	<u>3,682</u>
	<u>\$2,183,635</u>	<u>\$ 719,784</u>

There was \$62,144 of interest expense for the year ended September 30, 2022. No interest was capitalized during the year.

City of Middleton, Idaho
Notes to Financial Statements
For the Year Ended September 30, 2022

10. TRANSFERS

During the year ended September 30, 2022 the following transfers took place between funds:

\$ 257,500	To the Library Fund from the General Fund to reimburse expenses.
80,671	To the General Fund from the Impact Fees Fund to reimburse expenses.
99,196	To the General Fund from the Street Fund to reimburse expenses.
19,274	To the General Fund from the Garbage Fund to reimburse expenses.
110,694	To the General Fund from the Water Fund to reimburse expenses.
110,694	To the General Fund from the Sewer Fund to reimburse expenses.
11,676	To the General Fund from the Library Fund to reimburse expenses.
<u>\$ 689,705</u>	

11. MUNICIPAL LEASE

The City leases certain vehicles under long-term lease agreements. Certain leases have been recorded as municipal leases. The municipal leases consist of:

Governmental Activities:

Equipment	\$ 494,964
Less: accumulated amortization (included as depreciation on the accompanying financial statements) by function	
Public Safety	<u>(335,696)</u>
	<u>\$ 159,269</u>

Changes in long-term obligations for the year ended September 30, 2022, are as follows:

<u>Description</u>	<u>Maturity</u>	<u>Rate</u>	<u>9/30/2021</u>	<u>Increase</u>	<u>Decrease</u>	<u>9/30/2022</u>	<u>Current</u>
<u>Governmental Activities:</u>							
Lease - Police Vehicles	2023	5.40%	119,228	-	(58,046)	61,182	61,182
Lease - Loader	2024	4.40%	10,971	-	(4,249)	6,722	4,434
			<u>\$ 130,199</u>	<u>\$ -</u>	<u>\$ (62,295)</u>	<u>\$ 67,904</u>	<u>\$ 65,616</u>
<u>Business Type Activities</u>							
Lease - Loader	2024	4.40%	<u>\$ 43,884</u>	<u>\$ -</u>	<u>\$ (16,998)</u>	<u>\$ 26,886</u>	<u>\$ 17,734</u>

City of Middleton, Idaho
Notes to Financial Statements
For the Year Ended September 30, 2022

11. MUNICIPAL LEASE (continued)

Future minimum lease requirements as of September 30, 2022, are as follows:

	<u>Governmental Activities</u>			<u>Business Type Activities</u>		
<u>Year Ending</u> <u>September 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Payment</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Payment</u>
2023	\$ 65,616	\$ 3,548	\$ 69,164	\$ 17,734	\$ 967	\$ 18,701
2024	2,288	49	2,337	9,152	198	9,350
	<u>\$ 67,904</u>	<u>\$ 3,597</u>	<u>\$ 71,501</u>	<u>\$ 26,886</u>	<u>\$ 1,165</u>	<u>\$ 28,051</u>

12. LEASE REVENUE

The City leases the land for the Viper Park to the Greater Middleton Area Recreation District with a 40 year lease for \$400. All \$400 was paid at the start of the lease in 2021. At the completion of the lease the property, and any improvements made on the property, will return to the City's control.

The City leases a gravel pit to a construction company. The lease is for 2 years, with an option to extend every 2 years for a total of 10 years. The City \$541,251 in leases payments during the year ending September 30, 2022.

13. RELATED PARTY TRANSACTIONS

Middleton Urban Renewal Agency (the Agency) is a component unit of the City. The capital assets constructed from the Agency's activities are contributed to the City. In the current year, there was no work for assets transferred from the Agency to the City. There are no amounts payable between the Agency and the City as of September 30, 2022.

City of Middleton, Idaho
Notes to Financial Statements
For the Year Ended September 30, 2022

14. COMPONENT UNIT

The Middleton Urban Renewal Agency (the Agency) is a separate and distinct legal entity of the City of Middleton created by and existing under the Idaho Urban Renewal Law of 1965, as amended. The Directors for the Agency are appointed by the Mayor and approved by the City Council. The Agency provides urban renewal services for the citizens of the City.

The following is a summary of the disclosures required for a fair presentation of the component unit in the City's financial statements.

A summary of long-term liability activity for the year ended September 30, 2022, is as follows:

Governmental Activities:	Rate	Beginning	Increase	Decrease	Ending	Estimated Current
Note Payable - Middleton						
Village Project	4.110%	\$ 289,985	\$ -	\$ -	\$ 289,985	\$ 15,244
		<u>\$ 289,985</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 289,985</u>	<u>\$ 15,244</u>

REQUIRED SUPPLEMENTARY INFORMATION

City of Middleton, Idaho
 Budgetary (GAAP Basis) Comparison Schedule
 General Fund
 For the Year Ended September 30, 2022

	Budgeted Amounts			
	Original	Final	Actual	Variance
Revenues				
Property Taxes	\$ 1,519,814	\$ 1,519,814	\$ 1,502,362	\$ (17,452)
Intergovernmental	484,468	484,468	708,723	224,255
Grants and Contributions	34,320	34,320	-	(34,320)
Charges for Services	1,263,200	1,263,200	1,559,760	296,560
Interest Earned	5,015	5,015	12,286	7,271
Other	230,393	230,393	232,854	2,461
Total Revenues	3,537,210	3,537,210	4,015,985	478,775
Expenditures				
Current:				
Administrative	1,179,334	1,179,334	1,280,172	(100,838)
Public Safety	28,032	28,032	21,919	6,113
Building	408,380	408,380	473,710	(65,330)
Police	1,233,195	1,233,195	1,122,488	110,707
Parks	201,772	201,772	174,464	27,308
Capital Outlay	441,130	441,130	118,451	322,679
Operating Reserve	139,401	139,401	-	139,401
Total Expenditures	3,631,244	3,631,244	3,191,204	440,040
Excess (Deficiency of Revenues Over Expenditures)	(94,034)	(94,034)	824,781	38,735
Other Financing Sources (Uses)				
Transfers In	351,534	351,534	432,205	80,671
Transfers Out	(257,500)	(257,500)	(257,500)	-
Total Other Financing Sources (Uses)	94,034	94,034	174,705	80,671
Net Change in Fund Balances	-	-	999,486	999,486
Fund Balances - Beginning	-	-	2,887,222	2,887,222
Fund Balances - Ending	\$ -	\$ -	\$ 3,886,708	\$ 3,886,708

City of Middleton, Idaho
 Budgetary (GAAP Basis) Comparison Schedule
 Streets & Alleys Fund
 For the Year Ended September 30, 2022

	Budgeted Amounts			
	Original	Final	Actual	Variance
Revenues				
Property Taxes	\$ 1,198,584	\$ 1,198,584	\$ 1,258,888	\$ 60,304
Intergovernmental	781,037	781,037	1,221,162	440,125
Grants and Contributions	-	-	-	-
Charges for Services	194,817	194,817	596,592	401,775
Interest Earned	1,000	1,000	6,322	5,322
Other	2,500	2,500	76,399	73,899
Total Revenues	<u>2,177,938</u>	<u>2,177,938</u>	<u>3,159,363</u>	<u>981,425</u>
Expenditures				
Current:				
Streets & Alleys	1,230,700	1,230,700	732,143	498,557
Capital Outlay	2,235,042	2,235,042	938,256	1,296,786
Total Expenditures	<u>3,465,742</u>	<u>3,465,742</u>	<u>1,670,399</u>	<u>1,795,343</u>
Excess (Deficiency of Revenues Over Expenditures)	<u>(1,287,804)</u>	<u>(1,287,804)</u>	<u>1,488,964</u>	<u>2,776,768</u>
Other Financing Sources (Uses)				
Transfers In	1,387,000	1,387,000	-	(1,387,000)
Transfers Out	<u>(99,196)</u>	<u>(99,196)</u>	<u>(99,196)</u>	<u>-</u>
Total Other Financing Sources (Uses)	<u>1,287,804</u>	<u>1,287,804</u>	<u>(99,196)</u>	<u>(1,387,000)</u>
Net Change in Fund Balances	-	-	1,389,768	1,389,768
Fund Balances - Beginning	-	-	2,563,371	2,563,371
Fund Balances - Ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,953,139</u>	<u>\$ 3,953,139</u>

City of Middleton, Idaho
 Budgetary (GAAP Basis) Comparison Schedule
 Impact Fees
 For the Year Ended September 30, 2022

	Budgeted Amounts			
	Original	Final	Actual	Variance
Revenues				
Charges for Services	\$ 849,550	\$ 849,550	\$ 1,124,925	\$ 275,375
Interest Earned	-	-	3,050	3,050
Total Revenues	849,550	849,550	1,127,975	278,425
Expenditures				
Capital Outlay	-	-	-	-
Total Expenditures	-	-	-	-
Excess (Deficiency of Revenues Over Expenditures)	849,550	849,550	1,127,975	278,425
Other Financing Sources (Uses)				
Transfers In	87,450	87,450	-	(87,450)
Transfers Out	(937,000)	(937,000)	(80,671)	856,329
Total Other Financing Sources (Uses)	(849,550)	(849,550)	(80,671)	768,879
Net Change in Fund Balances	-	-	1,047,304	1,047,304
Fund Balances - Beginning	-	-	1,998,402	1,998,402
Fund Balances - Ending	\$ -	\$ -	\$ 3,045,706	\$ 3,045,706

City of Middleton, Idaho
Notes to Required Supplementary Information
For the Year Ended September 30, 2022

1. BUDGETS AND BUDGETARY ACCOUNTING

The City follows these procedures in establishing the budgetary data reflected in the financial statements:

- A. Prior to September 1, the Department Heads, the City Treasurer, Mayor, and City Council prepare a proposed operating budget for the fiscal year commencing the following October 1. The operating budget includes proposed expenditures and the means of financing them.
- B. Public hearings are conducted at the City Hall to obtain landowner and resident comments.
- C. Prior to October 1, the budget is legally enacted through passage of an ordinance.
- D. The City is authorized to transfer budgeted amounts between departments within any non-enterprise fund; however, no revision can be made to increase the overall tax supported funds except when federal or state grants are approved. The City, however, must follow the same budgetary procedures as they followed when the original budget was approved. The budget for enterprise funds may also be revised in the same manner as those situations involving federal and state grants.
- E. Formal budgetary integration is employed as a management control device during the year for the General fund and Special Revenue funds.

City of Middleton, Idaho
Schedule of Required Supplemental Information
Public Employees Retirement System of Idaho
Last 10 - Fiscal Years*

Schedule of the City's Proportionate Share of Net Pension Liability

Year	City proportion of the net pension liability (asset)	City's proportionate share of the net pension liability (asset)	City's covered employee payroll	City's proportionate share of the net pension liability (asset) as a percentage of its covered-employee payroll	Plan fiduciary net position as a percentage of the total pension liability
2022	0.0509911%	\$ 2,008,414	\$ 2,049,175	98.01%	83.09%
2021	0.0051548%	\$ (40,712)	\$ 1,923,310	-2.12%	100.36%
2020	0.0512603%	\$ 1,190,332	\$ 1,813,345	65.64%	88.22%
2019	0.0469332%	\$ 535,729	\$ 1,626,417	32.94%	93.79%
2018	0.0450131%	\$ 663,951	\$ 1,471,661	45.12%	91.69%
2017	0.0410020%	\$ 644,481	\$ 1,354,934	47.57%	90.68%
2016	0.0350760%	\$ 711,044	\$ 1,101,439	64.56%	87.26%
2015	0.0275714%	\$ 363,070	\$ 821,028	44.22%	91.38%

Data reported is measured as of June 30, 2022

Schedule of City Contributions

Year	Contractually Required Contributions	Contributions in Relation to the Contractually Required Contribution	Contribution Deficiency (Excess)	City's Covered- Employee Payroll	Contributions as a Percentage of Covered- Employee Payroll
2022	\$ 246,807	\$ 246,807	-	2,049,175	12.04%
2021	\$ 231,628	\$ 231,628	-	1,923,310	12.04%
2020	\$ 218,499	\$ 218,499	-	1,813,345	12.05%
2019	\$ 187,953	\$ 187,953	-	1,626,417	11.56%
2018	\$ 168,169	\$ 168,169	-	1,471,661	11.43%
2017	\$ 154,823	\$ 154,823	-	1,354,934	11.43%
2016	\$ 125,442	\$ 125,442	-	1,101,439	11.39%
2015	\$ 93,306	\$ 93,306	-	821,028	11.36%

Data reported is measured as of September 30, 2022

* GASB Statement No. 68 requires ten years of information to be presented in this table. However, until a full 10-year trend is compiled, the City of Middleton, Idaho will present information for those years for which information is available.

SUPPLEMENTAL INFORMATION

City of Middleton, Idaho
Supplemental Schedule of Revenues by Source -
Budget (GAAP Basis) and Actual - General Fund
For the Year Ended Sep 30, 2022

	Budget	Actual	Variance
Taxes:			
Property Taxes	\$ 1,519,814	\$ 1,502,362	\$ (17,452)
Total Taxes	<u>1,519,814</u>	<u>1,502,362</u>	<u>(17,452)</u>
Intergovernmental:			
State Liquor Apportionment	98,444	124,426	25,982
State Revenue Sharing	386,024	584,297	198,273
Total Intergovernmental	<u>484,468</u>	<u>708,723</u>	<u>224,255</u>
Grants and Contributions			
Grants	34,320	-	(34,320)
Total Grants and Contributions	<u>34,320</u>	<u>-</u>	<u>(34,320)</u>
Charges for Services:			
Beer, Wine, and Liquor Licenses	3,000	3,100	100
Building Permits	680,400	1,245,079	564,679
Business Permits	2,500	1,540	(960)
Franchise Fees	44,200	61,740	17,540
Rent	17,100	41,670	24,570
Fines and Fees	264,000	206,631	(57,369)
Park Impact Fees	172,500	-	(172,500)
Police Impact Fees	79,500	-	(79,500)
Total Licenses and Permits	<u>1,263,200</u>	<u>1,559,760</u>	<u>296,560</u>
Other:			
Reimbursements	160,393	160,913	520
Interest Earned	5,015	12,286	7,271
Miscellaneous Revenue	70,000	71,941	1,941
Total Other	<u>235,408</u>	<u>245,140</u>	<u>9,732</u>
Total Revenue	<u>\$ 3,537,210</u>	<u>\$ 4,015,985</u>	<u>\$ 478,775</u>

City of Middleton, Idaho
Supplemental Schedule of Expenditures by Object of Expenditure -
Budget (GAAP Basis) and Actual - General Fund
For the Year Ended September 30, 2022

	Budget	Actual	Variance
Administrative:			
Salaries	\$ 400,393	\$ 394,984	\$ 5,409
Benefits	143,294	121,954	21,340
Supplies	6,000	4,519	1,481
Repairs and Maintenance	9,000	7,376	1,624
Professional Fees	504,213	638,324	(134,111)
Other Services and Charges	116,434	113,015	3,419
Capital Outlay	237,003	80,671	156,332
Total Administrative	<u>1,416,337</u>	<u>1,360,843</u>	<u>55,494</u>
Public Safety:			
Code Enforcement	13,032	7,419	5,613
Professional Fees	15,000	14,500	500
Capital Outlay	30,000	-	30,000
Total Public Safety	<u>58,032</u>	<u>21,919</u>	<u>36,113</u>
Building Inspection:			
Salaries	82,727	95,050	(12,323)
Benefits	49,274	33,736	15,538
Supplies	6,000	6,156	(156)
Repairs and Maintenance	16,950	39,986	(23,036)
Professional Fees	160,600	208,170	(47,570)
Other Services and Charges	92,829	90,612	2,217
Capital Outlay	92,427	-	92,427
Total Building Inspection	<u>500,807</u>	<u>473,710</u>	<u>27,097</u>

City of Middleton, Idaho
Supplemental Schedule of Expenditures by Object of Expenditure -
Budget (GAAP Basis) and Actual - General Fund (continued)
For the Year Ended September 30, 2022

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Police:			
Salaries	\$ 737,849	\$ 705,421	\$ 32,428
Benefits	305,865	221,200	84,665
Supplies	5,500	5,835	(335)
Repairs and Maintenance	15,200	24,943	(9,743)
Professional Fees	1,000	-	1,000
Other Services and Charges	103,293	100,601	2,692
Lease Payments	64,488	64,488	-
Capital Outlay	20,000	21,616	(1,616)
Total Police	<u>1,253,195</u>	<u>1,144,104</u>	<u>109,091</u>
Parks:			
Salaries	52,970	51,953	1,017
Benefits	45,211	26,481	18,730
Supplies	4,950	2,991	1,959
Repairs and Maintenance	24,100	25,839	(1,739)
Professional Fees	30,747	19,910	10,837
Other Services and Charges	43,794	47,290	(3,496)
Capital Outlay	61,700	16,164	45,536
Total Parks	<u>263,472</u>	<u>190,628</u>	<u>72,844</u>
Operating Reserve	<u>139,401</u>	<u>-</u>	<u>139,401</u>
 Total Expenditures	 <u><u>\$ 3,631,244</u></u>	 <u><u>\$ 3,191,204</u></u>	 <u><u>\$ 440,040</u></u>

FEDERAL REPORTS

City of Middleton, Idaho
Schedule of Expenditures of Federal Awards
For the Year Ended September 30, 2022

<u>Program Title</u>	<u>Assistance Listing Number</u>	<u>Flow Through Number</u>	<u>Expenditures</u>
<u>U.S. Department of the Treasury</u>			
Direct			
Coronavirus State and Local Fiscal Recovery Funds	21.027		<u>\$ 1,351,061</u>
State and Community Highway Safety	20.600	0260	2,726
National Priority Safety Programs	20.616	0260	<u>1,284</u>
Total Highway Safety Cluster			<u>4,010</u>
<u>National Foundation on the Arts and the Humanities</u>			
Passed Through the Idaho Commission for Libraries			
State Library Program	45.310	LS-249959-OLS-21	<u>3,000</u>
Total Federal Financial Assistance Expended			<u><u>\$ 1,358,071</u></u>

NOTE: The accompanying schedule of expenditures of federal awards is prepared on the accrual basis of accounting.

City of Middleton, Idaho
Notes to Schedule of Expenditures of Federal Awards
For the Year Ended September 30, 2022

1. BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of the City of Middleton, Idaho under programs of the Federal Government for the year ended September 30, 2022. The information in the Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the City of Middleton, Idaho, it is not intended to and does not present the financial position or changes in Net Position of the City of Middleton, Idaho.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported using the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, where certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

3. INDIRECT COST RATE

The City of Middleton, Idaho has not elected to use the 10-percent de minimis indirect cost rate.



**Independent Auditor's Report on Internal Control Over Financial
Reporting and on Compliance and Other Matters Based on an
Audit of Financial Statements Performed in Accordance with
*Government Auditing Standards***

Honorable Mayor
and City Council
City of Middleton, Idaho

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the remaining fund information of the City of Middleton, Idaho, as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the City of Middleton, Idaho's basic financial statements and have issued our report thereon dated March 9, 2023.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City of Middleton, Idaho's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City of Middleton, Idaho's internal control. Accordingly, we do not express an opinion on the effectiveness of the City of Middleton, Idaho's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City of Middleton, Idaho's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Zwysart John & Associates, CPAs, PLLC

Nampa, Idaho
March 9, 2023



ZWYGART JOHN

CERTIFIED PUBLIC ACCOUNTANTS

Zwygart John & Associates CPAs, PLLC

16130 North Merchant Way, Suite 120 ♦ Nampa, Idaho 83687

Phone: 208-459-4649 ♦ FAX: 208-229-0404

**Independent Auditor's Report on Compliance for Each
Major Program and on Internal Control Over Compliance
Required by Uniform Guidance**

Honorable Mayor
and City Council
City of Middleton, Idaho

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the City of Middleton, Idaho's compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on each of the City of Middleton, Idaho's major federal programs for the year ended September 30, 2022. The City of Middleton, Idaho's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City of Middleton, Idaho, complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City of Middleton, Idaho and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City of Middleton, Idaho's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the City of Middleton, Idaho's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City of Middleton, Idaho's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City of Middleton, Idaho's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City of Middleton, Idaho's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City of Middleton, Idaho's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City of Middleton, Idaho's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Zwygart John & Associates CPAS, PLLC

Nampa, Idaho
March 9, 2023

City of Middleton, Idaho
Schedule of Findings and Questioned Costs
For the Year Ended September 30, 2022

Section I - Summary of Auditor's Results

The auditor's report expresses an unmodified opinion on the general purpose financial statements of the City of Middleton.

Internal control over financial reporting:

Material weakness(es) identified? ☐ yes ☒ none reported

Reportable Condition(s) identified that are not considered to be a material ☐ yes ☒ none reported

Noncompliance material to financial statements noted? ☐ yes ☒ no

Federal Awards

Internal control over major programs:

Significant deficiencies disclosed? ☐ yes ☒ none reported

Material weaknesses disclosed? ☐ yes ☒ none reported

Type of auditor's report issued on compliance for major programs: Unmodified

Material weakness(es) identified? ☐ yes ☒ none reported

Reportable Condition(s) identified that are ☐ yes ☒ none reported

Any audit findings disclosed that are required to be reported in accordance with 2CFR SECTION 200.516(A)? ☐ yes ☒ no

The programs tested as major programs include

Federal Assistance Listing Numbers	Name of Federal Program
21.027	Coronavirus State and Local Fiscal Recovery Funds

Dollar threshold used to distinguish between Type A and Type B programs: \$750,000

Auditee qualified as low-risk auditee? ☐ yes ☒ no

Section II - Financial Statement Findings

None

Section III - Compliance Findings and Questioned Costs

None



Proposal

Integrity Inspection Solutions, Inc.

Cell: 208-960-2883
Office: 208442-4470
Fax: 844-351-6902

204 S Dudley Ln Nampa, ID 83687
integrity@iispipeline.com

CUSTOMER

City of Middleton

DATE

8/31/2022

PHONE

SALESPERSON

Richard Mason

PROJECT

Sewer Repairs 2022

PREPARED BY:

Richard Mason

ATTENTION

Terrell

PAYMENT TERMS

Net 30

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Installation of 8"X48" CIPP repair - (4201 to 4150)	\$2,500.00	\$2,500.00
1	Trip Charge	\$100.00	\$100.00
	Traffic Control Sinage - Estimate - Integrity passes traffic control cost on to Owner at no mark up	\$250.00	\$0.00
			\$0.00
			\$0.00
			\$0.00
3	Installation of 12"X48" CIPP repair - (4149 to 4150) (4151 to 4152) (4151 to 4150)	\$3,000.00	\$9,000.00
	Traffic Control Sinage - Estimate - Integrity passes traffic control cost on to Owner at no mark up	\$250.00	\$0.00
1	Trip Charge	\$100.00	\$100.00
1	Intruding Tap Removal (4151 to 4150)	\$950.00	\$950.00
1	Installation of 12"X4" lateral repair LMK/Perma Liner Equivalent - Patch in the mainline and into the 4" lateral to seal up root intrusion. NOTE: We will need clean out access	\$4,000.00	\$4,000.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
		TOTAL	\$16,650.00

THIS PROPOSAL INCLUDES THE CONDITIONS NOTED:

Owner must provide clear access to the upstream and downstream manholes. •
Integrity Inspection Solutions is not responsible for any Traffic Control, Bypass Pumping or Permitting unless otherwise stated in the proposal portion of this document.

Date

Sign Below to Accept Quote:

Authorized Rep

Public Works Contractors License Number 036543-C-4

Thank You For You Business



Integrity Inspection
Solution
Integrity@iispipeline.com
204 S Dudley Ln Nampa,
ID 83687
O:(208) 442-4470
www.IISPipeline.com

Still Image Report



C:\Media\Photos\22 CITY OF MIDDLETON CLEAN_TV-AMH '4149'-AMH '4150'-IRJ at 86.8 ft.JPG
6/13/2022

Down IRV patch



Still Image Report



C:\Media\Photos\22 CITY OF MIDDLETON CLEAN_TV-AMH '4151'-AMH '4152'-IRJ at 179.0 ft.JPG
6/13/2022

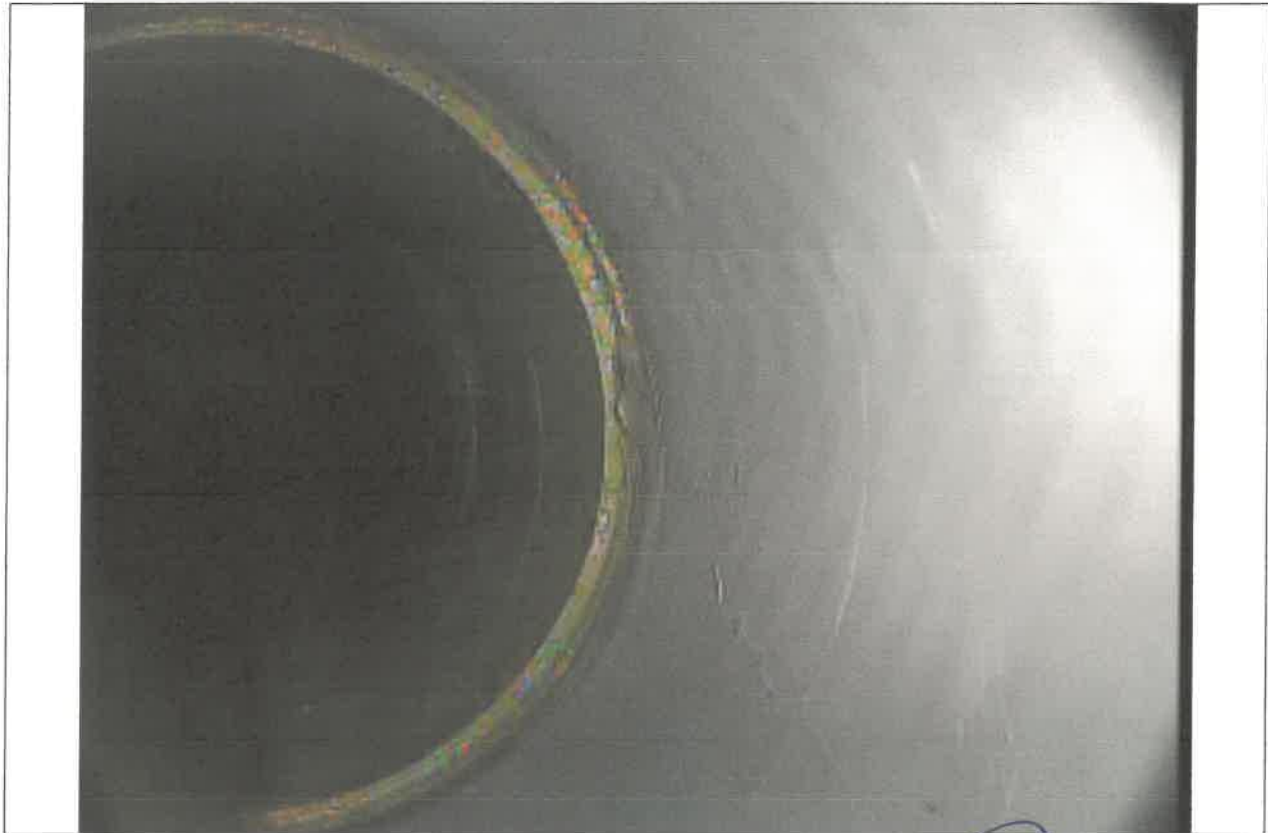
up stream patch

FS - W/IRJ



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Still Image Report



C:\Media\Photos\22 CITY OF MIDDLETON CLEAN_TV-AMH '4201'-AMH '4150'-IRJ at 63.1 ft.JPG
6/13/2022

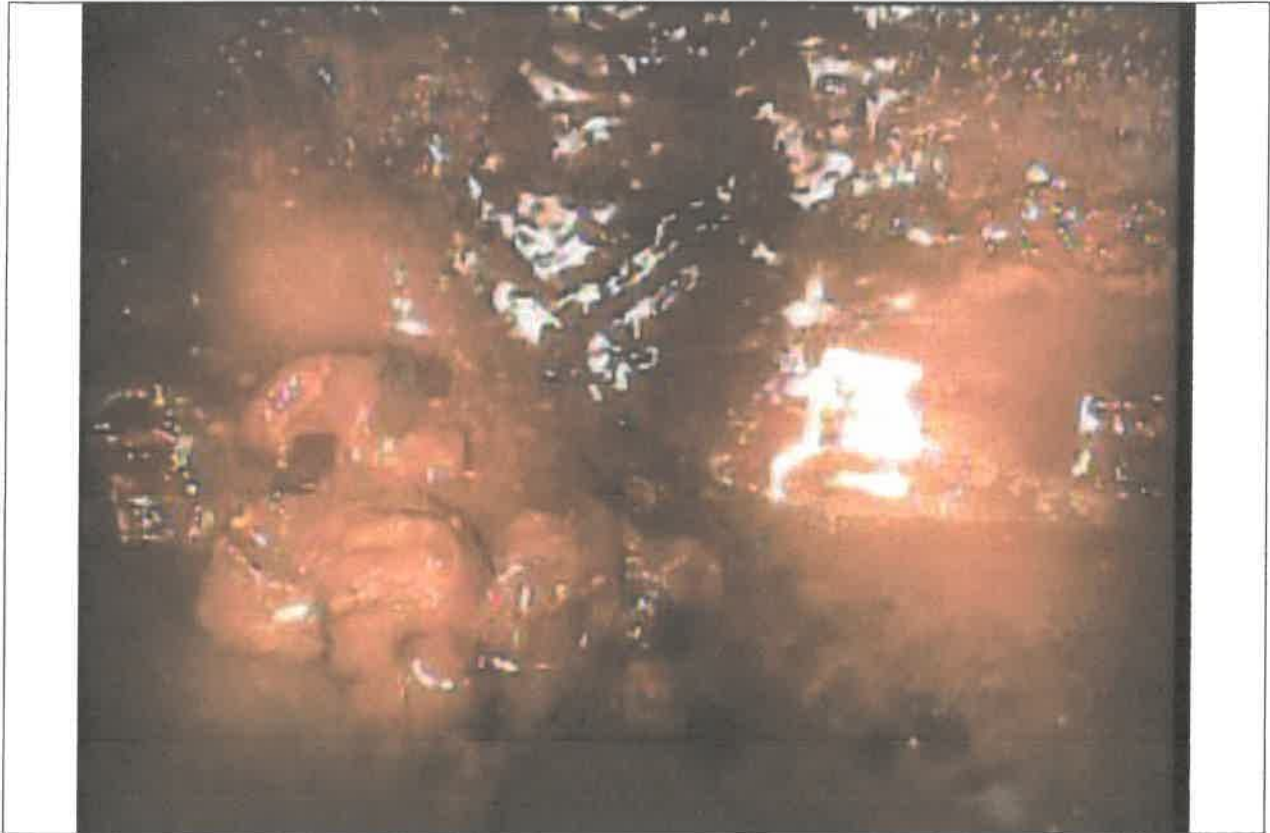
patch

Upstream



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Still Image Report



C:\Media\Photos\22 CITY OF MIDDLETON CLEAN_TV-AMH '4150'-AMH '4151'-IRJ at 2.7 ft.JPG
6/13/2022

up patch

CS-W/IWU



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ID 83687
O:(208) 442-4470
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Still Image Report



C:\Media\Photos\22 CITY OF MIDDLETON CLEAN_TV-AMH '4150'-AMH '4151'-TBI at 36.1 ft.JPG
6/13/2022

Up 36'
Down 15'

Tap Cut

City of Middleton Water Service Repair



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: Jason VanGilder
City of Middleton

Job Name:

Date of Plans:

Addendums:

Phone:

Fax:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5	GENERAL CONDITIONS	1.00	LS	5,136.14	5,136.14
10	FIND 2" WATER LEAK	1.00	LS	1,118.81	1,118.81
20	FIX 2" WATER LINE	1.00	LS	1,651.66	1,651.66
30	INSTALL 24" STEEL CASING	1.00	LS	34,733.99	34,733.99

GRAND TOTAL

\$42,640.60

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. Pricing includes 80 LF of steel casing.

EXCLUSIONS

1. Permits, fees or bonds of any kind.
2. Fees for inspections or testing.
3. Pavement markings or signage.
4. Surveying or staking.
5. Removal/backfill of soft or saturated soils below subgrade.
6. Erosion control or SWPPP.
7. EPA/ DEQ permit, paperwork or inspection requirements.
8. Demolition/removals not specifically quoted.
9. Traffic Control
10. Paving over grade will be by KRC approved grade.

This Proposal is expressly conditioned on all terms within and market conditions at the time of offer. 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 above and beyond any conflicting language and may only be modified by written agreement signed by Knife River.

All work to 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, and customer 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 each 30 days.

Retainage held shall be a maximum of 5%. The retainage will be payable upon substantial completion of the work. All past due amount(s) shall bear interest at eighteen percent (18%) per annum or the highest rate allowed by law from the date of billing.

Unless specified in this Proposal, Knife River is not bound by a specific time for its work to commence or materials to be furnished to the project. Knife River agrees to perform its work with due diligence in connection with its other work. Customer bears the risk of increased material costs not controlled by Knife River. Knife River will substantiate any price increase with supplier documentation. Customer may execute and pay for a Change Order for Materials On Hand to secure pricing as of that date to mitigate risk.

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 the Subcontract. As a subcontractor, Knife River will 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 the ability to make modifications to those plans and specifications. Furthermore, Knife River will not have day-to-day operational control of those activities at a project that are necessary to ensure compliance with the permit conditions.

Management has not reviewed or accepted the scope of services beyond the contents of this Proposal, therefore; signatory authority has not been devolved to the Project Manager or Superintendent for work beyond the scope of this bid.

An assigned Project Manager or Superintendent is authorized to sign a Subcontractor Compliance Agreement wherein Knife River agrees to abide by the Prime Contractor or Owner's SWPPP as a function of carrying out the subcontracted work. However, Knife River will not accept responsibility for actions beyond the subcontracted scope of work.

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's workers are fully covered by Worker's Compensation Insurance. 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.

Knife River

Authorized Signature _____
Date _____

Knife River Corporation- Mountain West is 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

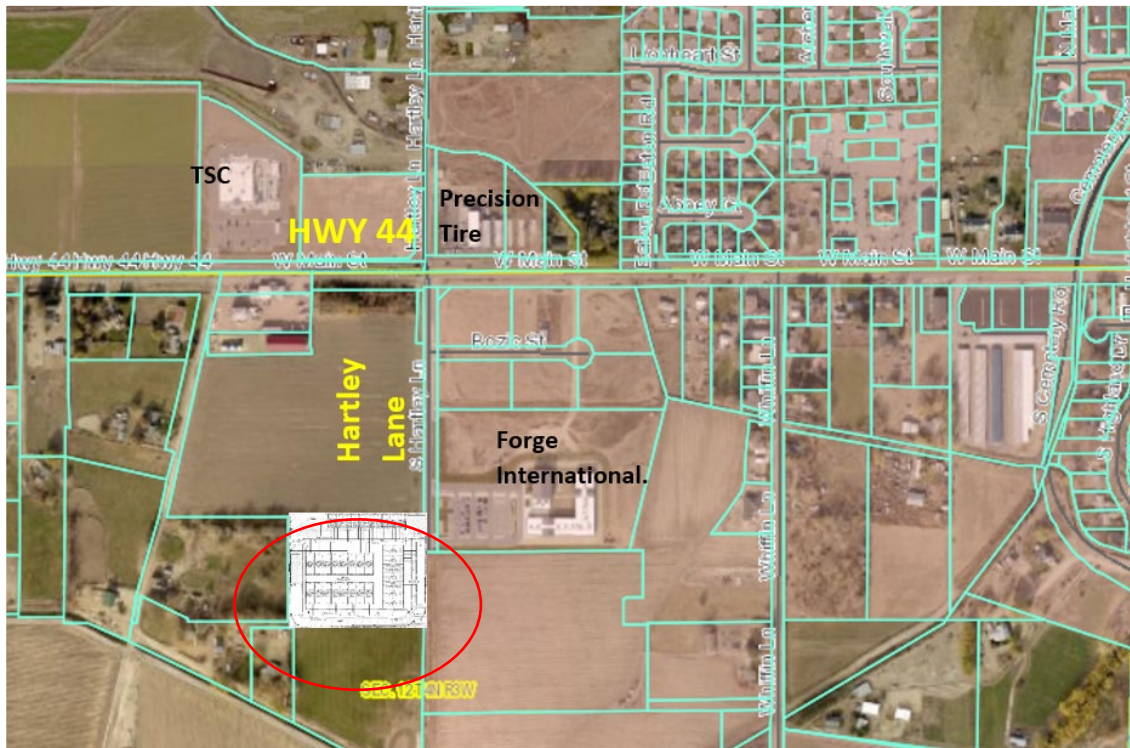
WY ID# 03702



STAFF REVIEW AND REPORT

Middleton City Council

The Square on Hartley Subdivision



A. City Council Public Hearing Date: Mach 15, 2023

- B. Project Description:** Subdivision for flex space buildings (commercial & light industrial) located at 0 Hwy 44 (tax parcel no., R34773014). Project parcel is 4.47 acres in size. At build-out, it will contain 33 flex space lots and one common lot to accommodate shared parking and infrastructure facilities.

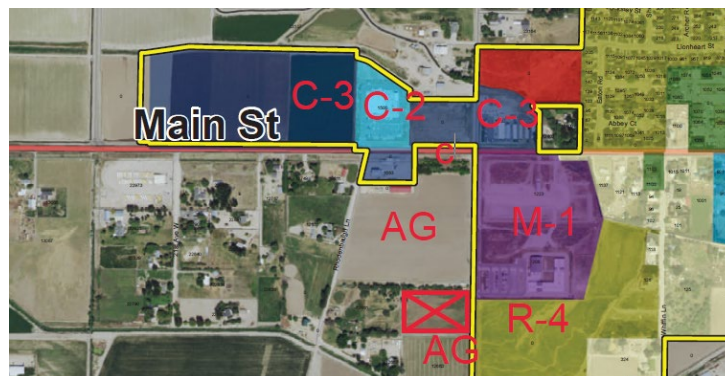
Flex Space use is defined in the City Code section as follows:

FLEX SPACE: a building or buildings used for small-scale warehousing and light industrial activity which may be combined with office, retail, and/or other commercial uses. Individual units or buildings may be used entirely for a commercial, retail, or office use, but any warehousing and/or light industrial use cannot exceed 70% of the total square footage of the building or individual unit. Flex Space does not include mini-warehouse storage, individual storage space for rent, or a use that involves a high level of truck and loading activity.

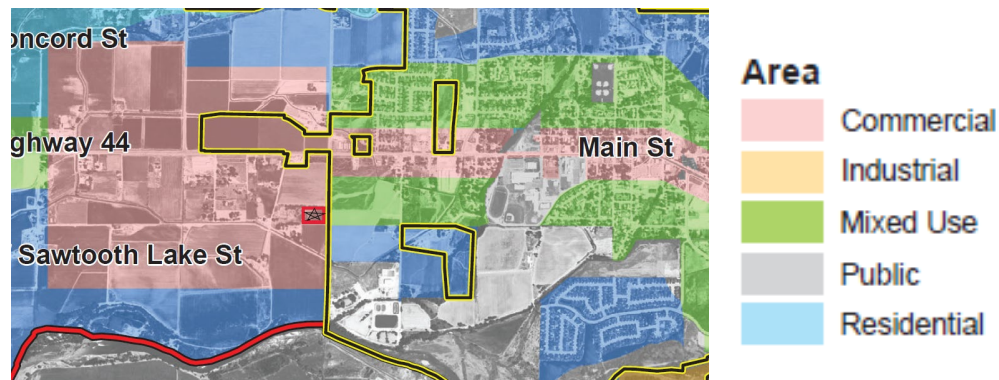
Front and street-side elevations are enhanced with more architectural detail, including variations in roof form, building height, and building materials in addition to an increased use of glass and architectural features involving wood, faux wood, and/or metal. Entries are easily identifiable with projecting or recessed forms and additional architectural detail.

Loading docks and industrial roll-up/garage doors are located on only the rear and non-street sides of the flex space. However, glass sliding doors and architectural garage doors enhanced with significant amounts of glass, metal and/or faux wood can be located on the front elevation if they enhance the aesthetic of the front elevation.

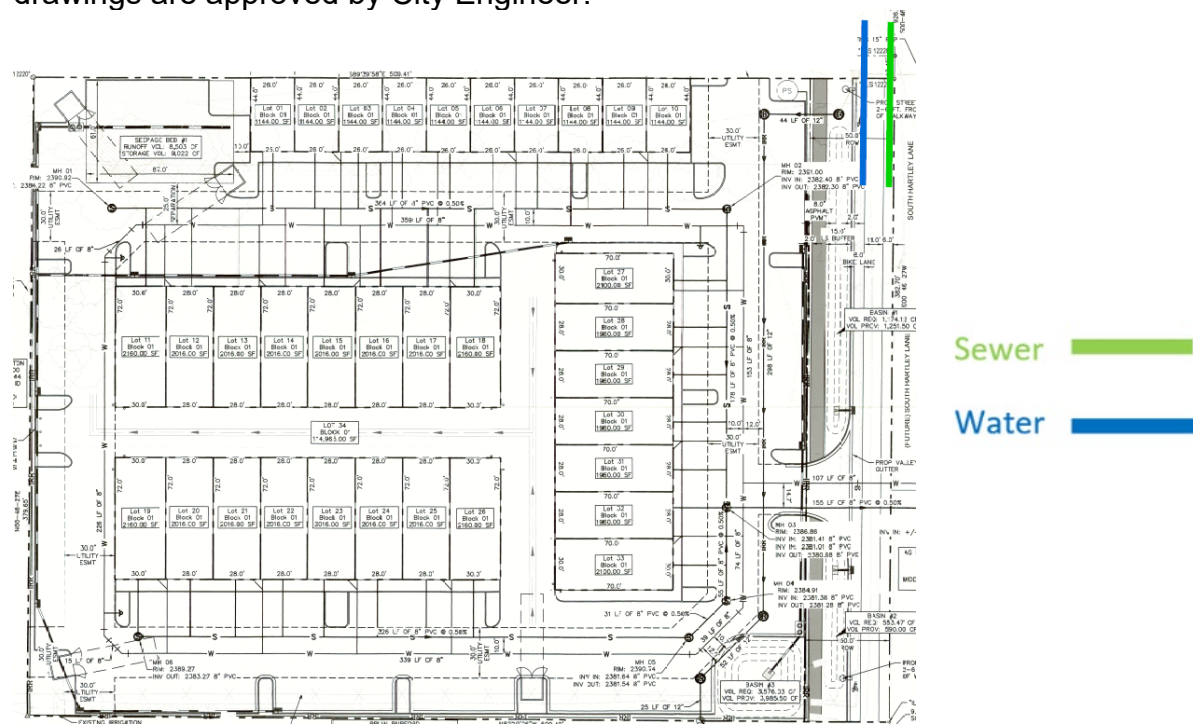
- C. Application Requests:** Applications include (1) annexation and rezone to C-2 (light commercial), (2) Development Agreement, and (3) Preliminary Plat.
- D. Current Zoning, Land Use & Property Condition:** The property is currently vacant land in Canyon County zoned “Agricultural.” It is contiguous to Middleton City limits. It is flanked by County land zoned Agricultural on the north, east and south sides. A broader perspective shows zoning of R-4, M-1, and C-3 located to the east and north of the project.



On the City's Future Land Use Map, this parcel is located in an area planned for commercial uses.



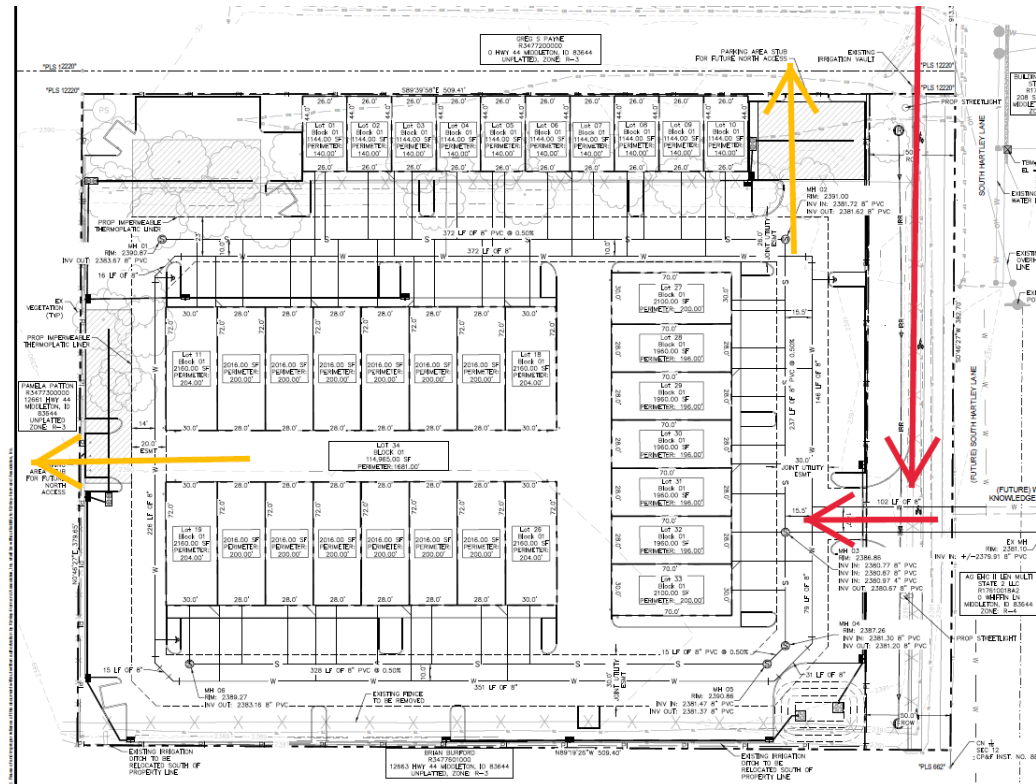
E. City Services: Water and sewer are already located in Hartley Lane immediately adjacent to the project site. Sewer and water capacity are included in the City's current capacity analyses. Capacity will not be formally reserved until the construction drawings are approved by City Engineer.



F. Pathway, Open Space & Amenities: Open Space and amenities are not required in a commercial or industrial subdivision. However, Developer will construct an eight foot wide paved pathway adjacent to Hartley Lane as part of the frontage improvements.

G. Traffic, Access & Streets:

The primary access for the subdivision will be off of Hartley. Drive aisle connections will be reserved on the plat to the north and west to create connectivity with future commercial development in the surrounding area.



Developer will be responsible for improving ½ of the Hartley Lane roadway fronting the property (50' from centerline).

A traffic study was completed for the subdivision. The Traffic Engineer declared that by 2025 build-out, “no additional improvements are needed to mitigate 2025 total traffic operations,” particularly in light of the fact that the Hartley Lane traffic signal will be completed this spring/summer. (P.3). Developer, however, will contribute monetarily to the mitigation of its traffic impacts by way of the Mid-Star Transportation Impact Program and Pro-Rata fees collected pursuant to MCC 5-4-3 and any ITD Conditions Memo.

H. Police / Fire Protection: The Middleton Rural Fire Department and Middleton City Police will serve and protect the project site.

- I. **Annexation and Rezone:** Applicants are requesting that the 4.47 acre project parcel be annexed into the City of Middleton with a zone change from County “Agricultural” to City C-2 (Light Commercial). Flex Space is an allowed use in the C-2 Zone.

There are two findings that must be made before Annexation can be approved: (1) the property must be contiguous to City limits and (2) City services such as sewer, water, police/fire and roadway system can be expanded to serve the site in an orderly, efficient, and economical manner. (Idaho Code 50-222.)

An application for rezone requires two findings before City Council can approve the project: (1) the rezone will not adversely affect the City’s delivery of services and (2) the rezone request is not in conflict with the Comprehensive Plan. (Idaho Code 67-6511)

FINDINGS:

With respect to annexation, Planning Staff finds that Applicant’s project meets the criteria of contiguity. Sewer and water are adjacent to the site and can be easily extended to serve the project. Middleton Rural Fire Department submitted comments requiring Developer to construct the project in compliance with the 2018 International Fire Code to ensure that the project does not adversely affect the City. City Police are already patrolling the area of the project because of the proximity to Forge International Charter School and the Bozic Subdivision. As to traffic, the Traffic Study indicated that no improvements are triggered by the project.

As to the rezone application, Planning Staff finds that the rezone will not adversely affect the City’s ability to deliver services as already noted above. As will be shown below in the section regarding the Comprehensive Plan, Staff finds that the project is also consistent with the goals and strategies set forth in the City’s Comp Plan.

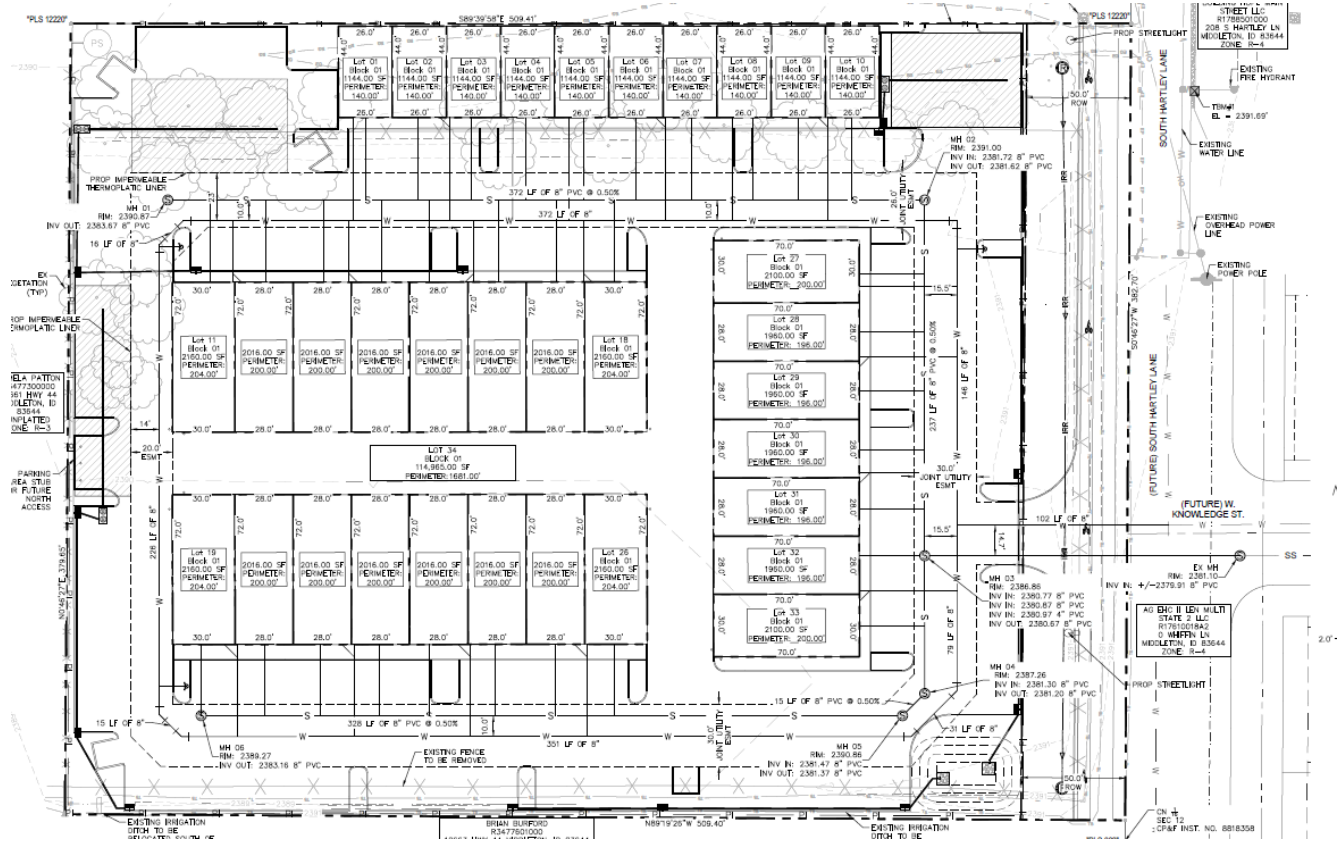
[The Annexation Ordinance has been prepared and will be part of the Agenda for the public hearing.]

- J. **Preliminary Plat Application:** The preliminary plat shows 33 flex space lots and one common lot. The project has only one phase of development. The flex space lots are designed much like a condominium plat allowing flex space units to be attached but also located on a single lot. This allows Developer the option of selling individual units. In order to have this type of design, Developer will require a waiver from MCC 5-4-1, Table 1 to avoid the 10’ setback on the front of each lot and the requirement that a lot cannot have more than 90% coverage. Ample space and dimension are still created by way of the large common lot ribboning through the complex, so these waivers from code will not adversely affect the plat.

Additionally, because of the “condominium style” design, Developer will require a waiver or exception to City Code requiring a utility easement on the front, side, and

rear of each individual lot. (MCC 5-4-10-5) Again, the utility easements apply to large separate lots with lots of ground space. They do not work on condominium style lots.

***FINDINGS:** Other than the waiver requests mentioned above, Staff finds that the preliminary plat complies with all dimensional standards and requirements of the Middleton City Code and Idaho State Code.*



[A full copy of the proposed preliminary plat is attached as Exhibit "A".]

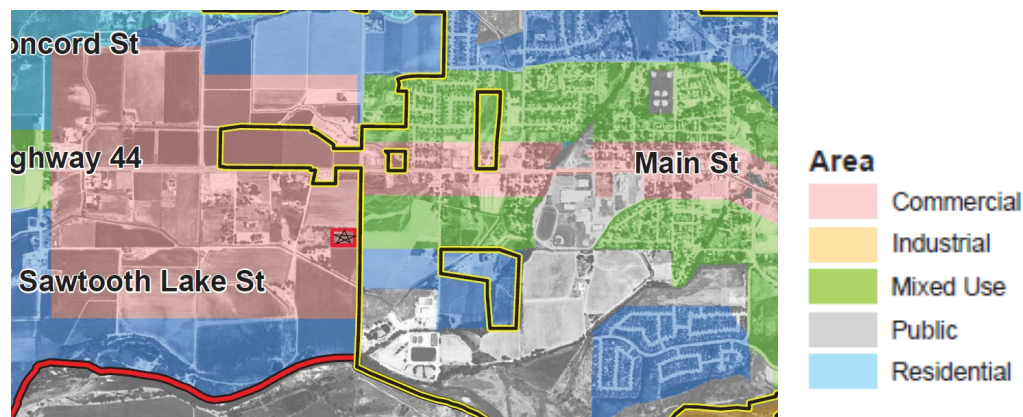
K. Development Agreement: Applications for annexation/rezone are generally accompanied by an application for Development Agreement ("DA"). Attached as Exhibit "B" is the proposed Development Agreement. The Developer has used the City's DA form, and only Article III regarding conditions of development has been altered to add the following conditions:

1. Developer will develop the project site generally consistent with the concept site plan attached to the DA. (Sec. 3.1)
2. Developer will construct the buildings generally consistent with the concept elevation pages attached to the DA. (Sec. 3.2)
3. Developer shall record a cross-access easement for vehicle & pedestrian traffic, utility location, and shared parking. (Secs. 3.3 and 3.4)

4. Developer will not be required to construct a landscape buffer on the western boundary of the parcel due to the fact that the area to the west has been designated for future commercial uses on the City's Future Land Use Map. (Sec. 3.5)
5. Developers will have two years to obtain final plat approval. Developer may seek two 1-year extensions, thereby allowing a total of 4 years to bring the project to final plat approval. Failure to meet this time-line may result in the City terminating the DA and nullifying the preliminary plat. (Sec. 3.6)
6. Developer shall provide at least two drive aisle connections to ensure connectivity to future commercial development. (Sec. 3.7)
7. Because the project parcels are similar to a condominium design, the parcels will not be subject to all the C-2 setbacks. Instead, the front setback shall be a minimum of 0' instead of 10'. Also, the maximum lot coverage shall be 100% rather than 90%. Developer also will not be required to comply with the utility easements set forth in MCC 5-4-10-5 due to the condominium style of the plat. (Sec. 3.8 and 3.9)
8. Developer will pay all pro-rata traffic fees (proportionate share fee) pursuant to MCC 5-4-3 and any Conditions Memo issued by ITD. Developer will also complete any road construction mitigation recommended by ITD unless the proposed mitigation is already in the Hartley/44 intersection construction plan set. (Sec. 3.10)
9. Developer or any subsequent Business Association shall be responsible for recording a stormwater facilities operation and maintenance manual ("O&M Manual"). The Developer/Business Assoc., shall operate and maintain the communal stormwater facilities in compliance with the O&M Manual. No building permits will be issued until City receives a copy of the recorded CC&Rs requiring this compliance. (Sec. 3.11)

[A copy of the proposed DA is attached to this Staff Report as Exhibit "B".]

- L. Comprehensive Plan & Land Use Map:** Applicant's project complies with the Comprehensive Plan's Future Land Use Map because the area where the project is proposed is shown as commercial on the FLUM. In fact, the project is located in an area that the FLUM shows to have the highest concentration of commercial uses.



Developer's project also complies with the following *Goals, Objectives, and Strategies* of the *2019 Middleton Comprehensive Plan*:

- a. *Goal 1*: to be proactive in delivering city services to properties reasonably expected to be annexed in the future.
- b. *Goal 4*: Promote commercial development near State Hwy 44. The project will also establish a good quality of life with development that pays through impact fees and property taxes for the public services it receives.
- c. *Goal 6*: Water, sewer, and adjacent road systems have been expanded in an orderly manner consistent with population growth.
- d. *Goal 7*: Commercial and industrial development are encouraged and provide employment opportunities to residents so they can remain in the City for employment.
- e. *Goal 8*: A desirable area for new commercial development has been created without detracting from existing businesses.

M. Comments Received from Surrounding Landowners: Attached as Exhibit "C".

N. Comments from Agencies: Comments were received from Middleton Rural Fire and ITD. (Attached as Exhibit "D".)

O. Comments from City Engineer and Planning Staff: attached as Exhibit "E".

P. Application Information: Applicants are Michael Baird and Jay Walker/Kimley Horn Engineering. 1100 W. Idaho Street #210, Boise ID 83706. Application was accepted on 12/27/2022.

Q. Notices & Neighborhood Meeting:	Dates:
Newspaper Notification	2/26/2023
Radius notice to adjacent landowners	2/23/2023
Circulation to Agencies	2/22/2023
Sign Posting property	2/22/2023
Neighborhood Meeting	11/29/2022

R. Applicable Codes and Standards:

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

S. Planning & Zoning Recommendations: The Planning & Zoning Commission considered the applications for annexation/rezone, development agreement and preliminary plat at a public hearing held on February 13, 2023. The Commission recommended approval of all three applications subject to the conditions of approval in the staff report for the February hearing. (The executed FCR cannot be attached to this staff report because the draft FCR will not be placed before the Commission for approval until March 13, 2023, which is their next appointed hearing.)

T. Conclusions and Recommended Conditions of Approval:

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

As to Findings of Facts, Planning Staff has set forth findings of facts above in parentheses.

As to Conclusions of Law, Planning Staff finds that the City Council has the authority to hear these applications and to approve or deny the applications. Additionally, Planning Staff notes that all public notice requirements were met. Planning Staff further set forth the portions of the Idaho State Code and Middleton City Code to be considered in making a decision on the applications.

Annexation/rezone, Preliminary Plat, and Development Agreement Applications:

If the City Council is inclined to approve the applications, then Planning Staff recommends that any approval be subject to the following conditions:

1. City municipal domestic water, fire flow and sanitary sewer services are to be extended to serve the subdivision.
2. Developer to comply with all terms of the Development Agreement approved for the project and attached to this Staff Report as Exhibit "B".
3. Developer to install landscaping and all amenities in compliance with the Landscape Plan and preliminary plat submitted with the application.
4. Developer shall create a plan for operation, maintenance and repair of stormwater facilities (O&M Plan) contained on the project site. The O&M Plan shall be recorded. Developer and/or Business Association must maintain and operate the subdivision stormwater facilities in compliance with the O&M Plan.
5. Developer to construct, at its own cost, all frontage improvements on Hartley Lane adjacent to the project parcel and any roadway mitigation recommended by ITD and approved by the City other than roadway construction already shown in the Hartley Lane/Hwy 44 construction plan set.
6. Prior to approval of the final plat, Owner/Developer to pay all City required pro-rata share traffic fees (Proportionate Share Fees) as required by MCC 5-4-3 and any Conditions Memo issued by ITD.
7. All City Planner and Engineer review comments are to be completed and approved.

8. All requirements of the Middleton Rural Fire District are to be completed and approved.
9. Sewer and water capacity to be reserved at the time City approves the construction drawings for the project.

Finally, if the Council denies the applications, then the Council should state what the applicant could do, if anything, to obtain approval. (Middleton City Code 1-14(E)(8)).

Prepared by Roberta Stewart
Planning & Zoning Official

3/10/2023

EXHIBIT "A"

PROPOSED PRELIMINARY PLAT

EXHIBIT "B"

PROPOSED DEVELOPMENT AGREEMENT

After Recording, Mail To

Middleton City Clerk

1103 W. Main Street

Middleton, ID 83644

DEVELOPMENT AGREEMENT

This Development Agreement ("**Agreement**") is entered into by and between the CITY OF MIDDLETON, a municipal corporation in the State of Idaho ("**City**"); and _____ ("**Developer**"), individually and collectively referred to as Developer ("**Developer**").

RECITALS

WHEREAS, Developer owns approximately 4.5 acres of real property located at 0 Hwy 44, Middleton, Canyon County, Idaho commonly referred to in Canyon County Assessor's records as Parcel No. R34773014, and legally described in Exhibit A attached hereto and incorporated herein ("**Property**"); and

WHEREAS, Developer intends to improve the Property with a commercial subdivision commonly known as "The Square on Hartley" ("**Project**") in accordance with the Middleton City Code and the City's public works standards at the time(s) the Property is improved; and

WHEREAS, the City, pursuant to Idaho Code §67-6511A, has the authority to annex and rezone the Property and to enter into a development agreement for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for a specific purpose or use which is appropriate in the area, but for which all allowed uses for the requested zoning may not be appropriate pursuant to the Idaho Code and Middleton City Code.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the recitals above, which are incorporated below, and the mutual covenants, representations, and performances herein bargained for, relied on, and expected, the parties agree as follows:

ARTICLE I LEGAL AUTHORITY

This Agreement is made pursuant to and in accordance with the provisions of Idaho Code §67-6511A and Middleton City Code, Title 5, Chapter 2.

ARTICLE II ANNEXATION AND ZONING ORDINANCE

The City will adopt an ordinance to annex and rezone the Property from Canyon County “Agricultural” to City of Middleton C-2 (Light Commercial). The Ordinance will become effective after it is approved, signed, published and recorded according to law, all of which actions the City will perform at the city’s expense and with the Developer’s cooperation.

ARTICLE III CONDITIONS OF DEVELOPMENT

3.1 **Concept Site Plan:** The concept site plan attached hereto as Exhibit “B” is incorporated herein by this reference. Developer shall be bound to abide by said concept plan and shall develop the Property substantially consistent with the concept plan.

3.2 **Concept Elevations:** The concept elevations attached hereto as Exhibit “C” are incorporated herein by this reference. Developer shall be bound to abide by said concept elevations and shall construct the buildings on the Property substantially consistent with the concept plans.

3.3 **Cross Access:** Developer shall execute and record a cross-access easement for vehicular and pedestrian travel and utility easement that will apply to all commercial lots that gain access via drive aisles or common lots. This will ensure public and utility access and will avoid any land-locked parcels. Such easements must be shown on the final plat or created by separate instrument document. If by separate instrument document, proof of the recorded document shall be a condition of approval for final plat.

3.4 **Shared Parking:** Developer shall execute and record a shared parking agreement. Proof of the recorded document shall be a condition of approval for final plat.

3.5 **Landscape Buffer:** Developer shall not be required to comply with the landscape buffer requirements set forth in MCC 5-4-10-7 even though a residential homestead is west of the Property. This is due to the fact that the area to

the west, north and south of the Property has been designated for only commercial uses on the City's Future Land Use Map.

3.6 Final Plat Requirements & Termination: Notwithstanding the provisions in Article IV of this Agreement, Developer shall obtain City Engineer's signature on the final plat within two (2) years of the preliminary plat approval for the Project. Said signature shall be processed expeditiously by City and in no event later than six (6) months from the time the Developer submits a "Completion Packet" with all items required by the Supplement to the ISPMC and final plat application. The six (6) month period will not be triggered if any information required by the Supplement is missing.

3.6.1 Developer may obtain a one (1) year extension to obtain the City Engineer's signature on Phase 1 final plat by submitting an administrative written request for extension to the Middleton Planning & Zoning Official before the expiration of the initial two-year period, which approval shall not be withheld if Developer submits its request in a timely manner. Thereafter, City Council may approve an additional time extension of one (1) year if developer submits a written request for extension prior to the expiration of the previous extension period. Neither approval shall require a public hearing before City Council.

3.6.2 If Developer does not obtain City Engineer's signature on the final plat within the time frame noted above, City may, at its sole discretion, terminate this Agreement after complying with the Middleton City Code provisions for legal notice and public hearing. The zoning for the Property shall remain C-2. Additionally, the preliminary plat will automatically become null and void. City may seek termination of the Agreement at any time after the noted time periods expire, and City's delay in terminating this Agreement shall not constitute a waiver of its right to terminate.

3.7 Connectivity: Developer shall ensure that connectivity to the surrounding parcels is achieved via at least two drive aisles positioned to the north, west or south. The drive aisles shall be depicted on the Concept Plan attached hereto as Exhibit "B, and Developer agrees to cooperate and help coordinate connectivity via said drive aisles as adjacent parcels develop in the future.

3.8 Setbacks and Dimensions: Because the plat for the Project is similar to a condominium design, the building parcels will not be subject to some of the setback and dimension standards found in the *Height, Setback and Coverage Schedule* (MCC 5-4-1, Table 2). Specifically, the minimum front setback for the Project parcels shall be zero feet (0') instead of ten feet (10'). The maximum coverage may be one hundred percent (100%) rather than ninety percent (90%).

3.9 MCC 5-4-10-5 Lot Utility Easements. Because of the condominium style of the plat, Developer is not subject to the lot utility easements contained in MCC 5-4-10-5 so long as utility easements are sufficiently established on the common lot.

3.10 Pro-Rata Traffic Fee & ITD Development Conditions. Prior to final plat approval, Developer shall pay all pro-rata/proportionate share traffic fees required by MCC 5-4-3 and any Development Conditions Memo issued by the Idaho Transportation Department ("ITD"). Additionally, Developer shall complete and construct any further roadway mitigation recommended by ITD, other than any road construction already shown in the construction plan set for the intersection of Hartley Lane and Hwy 44.

3.11 Stormdrain Requirements/CC&Rs. Developer and/or Subdivision Business Association shall be responsible for recording a stormwater facilities operation and maintenance manual ("O&M Manual"). The Developer/Business Assoc., shall operate and maintain the communal stormwater facilities in compliance with the O&M Manual. No building permits will be issued until City receives a copy of the recorded CC&Rs containing the following provision:

"Developer and/or The Square on Hartley Business Association owns the stormwater facilities contained in the common areas of The Square on Hartley Subdivision. Developer has prepared a plan for operation, maintenance, and repair of the stormwater facilities ("O&M Plan"). The O&M Plan is attached to these CC&Rs as Exhibit "___" and incorporated herein by this reference. The Developer and/or Business Association is responsible for operating, maintaining and repairing the stormwater facilities in compliance with the O&M Plan. This provision regarding the O&M Plan may not be revised or removed from the CC&Rs without written permission from the City of Middleton."

ARTICLE IV FAILURE TO COMPLY WITH AGREEMENT

4.1 If the Developer fails to comply with any of the terms or conditions in this Agreement, then the portion(s) of this Agreement pertaining to the breach may be modified or terminated by the Middleton City Council, after complying with the notice and hearing requirement contained in Middleton City Code and Idaho Code.

4.1.1 If after a breach, the City Council determines that the terms of this Agreement applicable to the breach should be modified, the term(s) of this Agreement shall be amended and the Developer shall comply with the amended terms.

4.1.2 Any breach waived by the City shall apply solely to the breach waived and shall not bar any other rights or remedies of the City or apply to any subsequent breach of any such or other covenants and conditions.

4.2 Upon a breach of this Agreement, any of the parties in any court of competent jurisdiction, by action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance of both, or may obtain rescission, disconnection, and damages for repudiation or material failure of performance.

4.3 NOTICE OF FAILED PERFORMANCE. Upon any failure of any party to this Agreement to perform its obligations under this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the satisfaction of the complaining party with thirty (30) days of the receipt of such notice.

ARTICLE V GENERAL PROVISIONS

5.1 This Agreement contains the entire agreement of the parties respecting the Property and supersedes all prior discussions and written and verbal agreements between the parties respecting the Property.

5.2 Any amendment or addendum to this Agreement shall be in writing and made only after the City has complied with the notice and hearing provisions of Idaho Code §67-6509 and Middleton City Code Title 5, Chapter 2.

5.3 Any notice that a party may desire or is required to give to another party must be in writing and shall be given by personal delivery, by mailing the same registered or certified mail with a return receipt requested, or by Federal Express or other reputable overnight delivery service. Notice shall be given to the parties at the following addresses or such other address and to such other persons as the parties may designate in writing after giving notice. Any such notice shall be deemed given upon delivery if by personal delivery, upon deposit in the United States mail if sent by mail pursuant to the forgoing:

Middleton: City Clerk
City of Middleton
P.O. Box 487
Middleton, Idaho 83644

Developer: _____

5.4 If either party shall fail to perform under this Agreement and said failure is cured with the assistance of an attorney for the other party, as a part of curing said failure, the reasonable attorneys' fees incurred by the other party shall be reimbursed to the other party upon demand. In the event a suit or action is filed by either party against the other to interpret or enforce this Agreement, the non-prevailing party to such litigation agrees to pay to the prevailing party all costs and expenses, including reasonable attorneys' fees incurred therein, including the same with respect to an appeal.

5.5 This Agreement shall be effective after being fully executed. This Agreement shall become valid and binding only upon its approval by the City Council and execution by the Mayor and City Clerk. After its execution, the Agreement shall be recorded in the office of the County Recorder at the expense of the City.

5.6 Each commitment and restriction described in this Agreement shall be a burden on the Property and run with the land and shall be appurtenant to and for the benefit of the Property.

5.6.1 This Agreement shall be binding on the City and Developer, and their respective heirs, administrators, executors, agents, legal representatives, successors and assigns. Provided, however, that if all or any portion of the Property is divided, then each owner of a legal lot shall only be responsible for duties and obligations or breaches as to their owners' parcels or lots.

5.6.2 The new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all commitments and other obligations arising under this Agreement with respect only to such owner's lot or parcel.

5.7 The Property that is the subject of this Agreement is located in Canyon County, Idaho and the terms of this Agreement shall be construed according to the laws of the State of Idaho in effect at this time this Agreement is executed. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Canyon County, Idaho.

5.8 If any term, provision, commitment or restriction of this Agreement or the application thereof to any party or circumstance shall to any extent be held invalid

or unenforceable, the remainder of this instrument shall remain in full force and effect.

5.9 Time is of the essence for performance of each obligation in this Agreement.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed, on the day and year first above written.

Dated this ____ day of _____, 2023 and effective upon annexation and rezoning of the Property.

CITY OF MIDDLETON

ATTEST

By: _____
Steven J. Rule, Mayor

By: _____
Becky Crofts, City Clerk

State of IDAHO)

ss.

County of Canyon)

I, a notary public, do hereby certify that on this ____ day of _____, 2023, personally appeared before me Steven J. Rule, who, being first duly sworn, declared that he is the Mayor of the City of Middleton, Idaho and signed it as Mayor of the City of Middleton.

Notary Public
My Commission Expires: _____

DEVELOPER: _____

By: _____

Its: _____

State of Idaho)

ss.

County of _____)

I, a notary public, do hereby certify that on this ____ day of _____, 2023, personally appeared before me _____, who declared that he/she signed this Development Agreement in the capacity of _____ for _____.

Notary Public

My Commission Expires: _____

EXHIBIT "A"

Legal Description of Property



Client: Kimley-Horn
Date: December 14, 2022
Job No.: 2622-Hartley Equity

PROPERTY DESCRIPTION

A parcel of land being a portion of the NE1/4 NW1/4 of Section 12, Township 4 North, Range 3 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at a found Aluminum cap stamped "PLS 14221" marking the N1/4 Corner of said Section 12, (the quarter corner common to Sections 1 and 12), said corner bears S. 89°39'47" E., a distance of 2679.65 feet from a found Brass cap stamped "PLS 14221" marking the NE corner of said Section 1, (the section corner common to Sections 1, 2, 11, and 12);

Thence along the center section line of said Section 12, S.00°46'27" W., a distance of 913.33 feet to a found 5/8 inch iron pin stamped "PLS 12220";

Thence continuing S. 00°46'27" W., a distance of 13.48 feet to a found 1/2 inch iron pin stamped "PLS 12220" marking the POINT OF BEGINNING;

Thence continuing S. 00°46'27" W., a distance of 382.70 feet to a found 1/2 inch iron pin with an illegible cap;

Thence leaving said center section line, N. 89°19'26" W., a distance of 509.40 feet to a point;

Thence parallel to said center section line, N. 00°46'27" E., a distance of 379.65 feet to a found 1/2 inch iron pin stamped "PLS 12220";

Thence leaving said parallel line, S. 89°39'58" E., a distance of 509.41 feet to the *POINT OF BEGINNING*.

This parcel contains 4.46 acres (194,169 SF) more or less.



EXHIBIT "B"

Concept Site Plan

SITE PLAN

HARTLEY LANE SOUTH OF HIGHWAY 44
MIDDLETON, IDAHO

SITE PLAN DATA

Item	Quantity
BUILDING A (FOOT 1) (SF)	11,460
BUILDING B (FOOT 2) (SF)	11,460
TOTAL BUILDING AREA	22,920
DATA SHEET INFORMATION	
BUILDING C (FOOT 3) (SF)	16,416
BUILDING D (FOOT 4) (SF)	16,416
TOTAL BUILDING AREA	32,832
TOTAL FLOOR SPACE (SQ FT)	55,752
TOTAL BUILDING AREA	68,732
TOTAL REQUIRED PARKING (1 SPACE PER 100 SF)	558
TOTAL ADA STALLS	71 (3 VAN)
TOTAL PROVIDED PARKING	560



NOTES:

1. ALL DIMENSIONS MADE FROM FACE OF CURB WHERE BOLLARDS ARE NOT INVOLVED.
2. BOLLARDS ARE INVOLVED TO CENTER OF BOLLARD WHERE BOLLARDS ARE INVOLVED.

SIGNATURE: Heidi E. Eide

DATE: 2/1/2023

BY SIGNING AND DATING THIS DOCUMENT ABOVE, I CERTIFY THAT THIS SITE PLAN WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF IDAHO. I HAVE REVIEWED THE SITE PLAN AND THE INFORMATION SUBMITTED TO ME AND I HAVE MADE ANY CHANGES DEEMED TO BE NECESSARY TO CORRECT ANY ERRORS OR OMISSIONS. I HAVE ALSO REVIEWED THE EXISTING CONDITIONS AND I HAVE MADE ANY CHANGES DEEMED TO BE NECESSARY TO CORRECT ANY ERRORS OR OMISSIONS. I HAVE ALSO REVIEWED THE EXISTING CONDITIONS AND I HAVE MADE ANY CHANGES DEEMED TO BE NECESSARY TO CORRECT ANY ERRORS OR OMISSIONS.

Kimley»Horn

1100 W. Idaho St., Suite 110
Boise, Idaho 83702

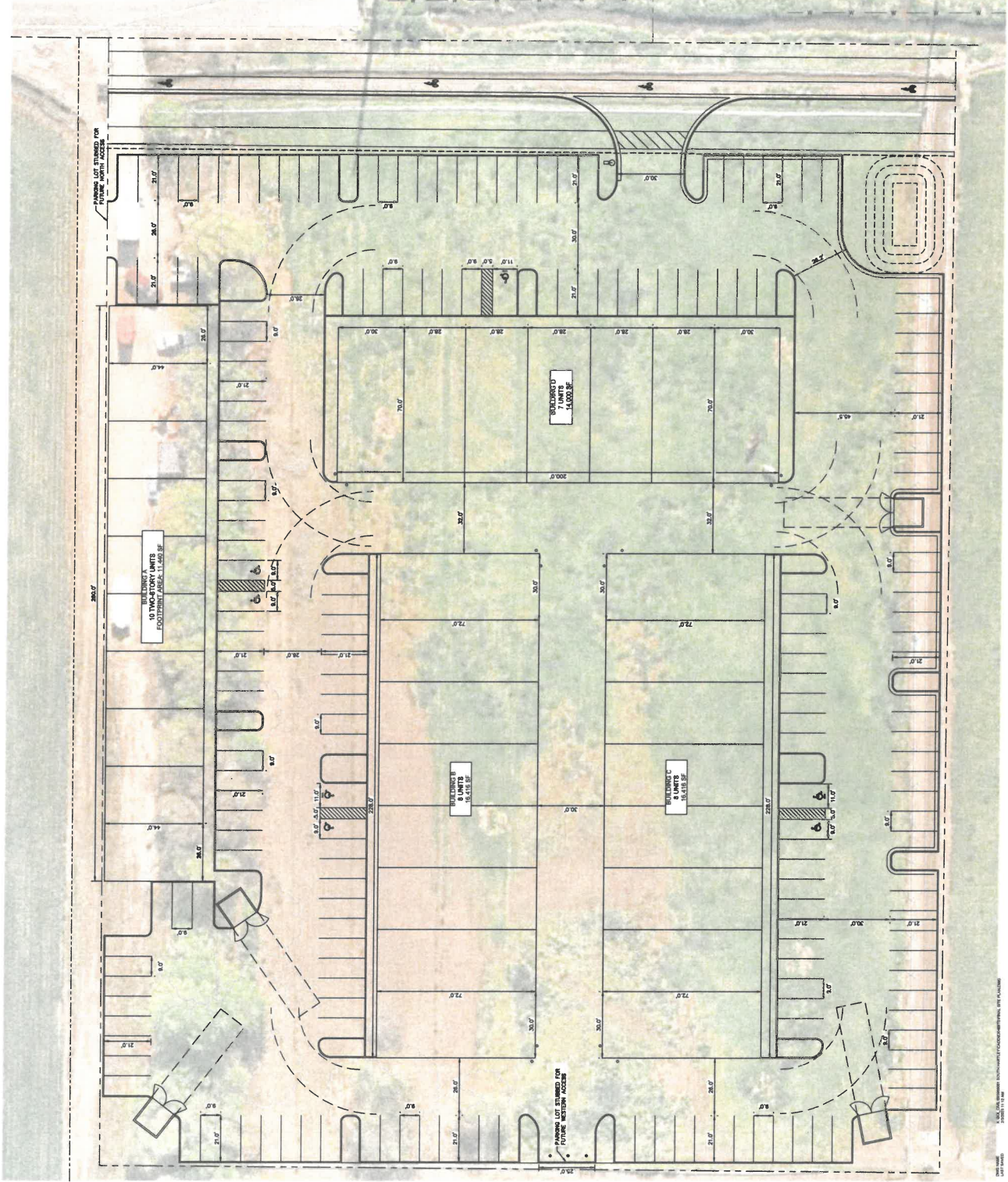


EXHIBIT "C"

Elevation Concepts



EXHIBIT "C"

COMMENTS FROM PUBLIC

From: [Pamela Patton](#)
To: [Roberta Stewart](#)
Subject: Public Hearing on February 13
Date: Friday, February 10, 2023 5:03:37 AM

Good morning Roberta. Thank you for forwarding this for me.

This is in regards to the application to annex and rezone Parcel Number R3477301400 in Canyon County.

I strongly oppose this . I have been here about twenty years. It used to be peaceful. I do not want to look out at my pasture and see nothing but buildings and parking lots. Not to mention the traffic, people coming onto my property, the noise, and tons of lights on all night. The School and Tractor Supply are bad enough. This is AG land.

Thank you.

Sincerely,
Pamela Patton

EXHIBIT "D"

COMMENTS FROM AGENCIES



**Your Safety • Your Mobility
Your Economic Opportunity**

IDAHO TRANSPORTATION DEPARTMENT

P.O. Box 8028 • Boise, ID 83707-2028
(208) 334-8300 • itd.idaho.gov

January 27, 2023

Roberta Stewart
City of Middleton, Planning & Zoning
1103 W. Main St
P.O. Box 487
Middleton, ID 83644

VIA EMAIL

Development Application	Preliminary Plat
Project Name	The Square on Hartley
Project Location	SH44 MP 2.9 less than .25 miles south of Intersection on Hartley Ln

The Idaho Transportation Department (ITD) reviewed the referenced preliminary application and has the following comments:

1. Traffic generation numbers were not provided with this application. ITD needs more information on the trip generations to determine if turn lanes will need to be installed by the applicant at the intersection of SH-44 and Hartley Lane. Please provide traffic generation numbers for ITD to determine further recommendations.
2. Additionally, due to the size of this development, a Traffic Impact Study (TIS) reflecting full build-out of the site may be recommended if the traffic generation numbers indicate such. Any necessary mitigation for traffic impacts identified by the TIS shall be the responsibility of the applicant to install. ITD reserves the right to make further comments upon review of any submitted traffic generation data or other documents.

If you have any questions, you may contact me at (208)334-8337.

Sincerely,

Niki Benyakhlef
Development Services Coordinator
Niki.Benyakhlef@itd.idaho.gov

MIDDLETON RURAL FIRE DISTRICT



STAR FIRE PROTECTION DISTRICT

FIRE DEPARTMENT PRELIMINARY PLAT APPLICATION

PLEASE PRINT

Date:

Applicant Name: Michael Baird		Primary Contact: <input type="checkbox"/> Applicant <input type="checkbox"/> Owner <input checked="" type="checkbox"/> Representative	
Address: 1231 Silvercreek Avenue		City: Middleton	Zip: 83644
Phone/Mobile:		Email Address: michaelbbaird@gmail.com	
Owner(s): Same as Applicant			
Address:		City:	Zip:
Phone/Mobile:		Email Address:	
Representative: Jay Walker - Kimley-Horn		Contact Name: Jay Walker	
Phone/Mobile: (208) 906-0883		Email Address: jay.walker@kimley-horn.com	
Billing: Name and Email: Michael Baird - michaelbbaird@gmail.com			

PROJECT INFORMATION

Subdivision Name: The Square on Hartley		
Site Location: Hartley Lane, south of Hwy. 44		
Approved Zoning Designation of Site: County AG (requesting C-2) Legal Description: R3477301400		
Total Acreage of Site: 4.48 acres		Dwelling Units Per Gross Acre: N/A
Minimum Lot Size: 11,440 sq. ft.		Minimum Lot Width: 213 ft.
Total Number of Lots: 5	Residential:	Commercial: 4
Industrial:	Common:	Other:
Total Number of Units:	Single-family:	Duplex:
Multi-family	Other:	Water Services:
Streets: <input type="checkbox"/> Public <input checked="" type="checkbox"/> Private	# Entrances: One (1)	Gated: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

FIRE CODE OFFICAL USE ONLY

REVIEW NOTES: See Attached Report	Application & Plans Received: (Date/By) N. Sinclair 01/18/23
	Permit Fee: \$200.00 (Paid) Cash Credit Card Check # 9729
	Fire Authority Having Jurisdiction: Middleton Rural Fire District
	Fire District Permit # 23MS-033
	City/County Jurisdiction: Middleton/Canyon
	County/City Permit #
	FIRE DISTRICT APPLICATION STATUS
	<input type="checkbox"/> Approved <input checked="" type="checkbox"/> Approved with Conditions <input type="checkbox"/> Denied
	Fire Code Official: UGAS Date: 3/1/23



DATE: March 8, 2023

TO: City of Middleton
Kimley-Horn Engineering

FROM: Victor Islas, Deputy Chief

SUBJECT: Fire District Review (23MS-033)

PROJECT NAME: The Square on Heartly Subdivision

Fire District Summary Report:

- 1) **Overview** This development can be serviced by the Middleton Rural Fire District. This development shall comply with the 2018 International Fire Code (IFC) and any codes set forth by the City of Middleton, Idaho.
- 2) **Fire Response Time:** This development will be served by the Middleton Rural Fire District Station 53, located at 302 E. Main St., Middleton, ID 83644. Station 53 is 1.4 miles with a travel time of 4 minutes under ideal driving conditions to the purposed entrance S. Heartly Lane.
- 3) **Zoning/Occupancy Type:** Commercial / Flex Space
- 4) **Accessibility:** Roadway Access, Traffic, Radio Coverage
 - a) Access roads shall be provided and maintained following Appendix D and Section 503 of the IFC. Access shall include adequate roadway widths, signage, turnarounds, and turning radius for fire apparatus.
 - b) Access road design shall be designed and constructed to allow for evacuation simultaneously with emergency response operations.
 - c) All access roads in this development shall remain clear and unobstructed during construction of the development. Additional parking restrictions may be required as to always maintain access for emergency vehicles. Hydrants shall always remain unobstructed per city code.
 - d) All entrances, internal roads, drive aisles, and alleys shall have a turning radius of 28' inside and 48' outside.
 - e) ALLEY – In all cases, right of ways shall be a minimum of 20' in width. The entrance to the alley from the public street shall provide a minimum twenty-eight foot (28') inside and forty-eight foot (48') outside turning radius. No parking shall be allowed on either side of the street. Both sides of the alley shall be signed "No Parking Fire Lane" per appendix D of the IFC. The minimum distance for alley accessed properties shall be 20' from the face of a garage to the property line.
 - f) Emergency responder radio coverage in new buildings. All new buildings shall have approved radio coverage for emergency responders within the building based upon the existing coverage levels of the public safety communication systems of the jurisdiction at the exterior of the building.

Project Name: The Square on Heartly Subdivision



5) **Premises/Site Identification:**

- a) All residential, commercial, and industrial buildings within the City shall have approved address numbers, building numbers, or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. When required by the fire code official, address numbers shall be provided in additional approved locations to facilitate emergency response.
- b) The applicant shall work with City of Middleton and Fire District to provide an address identification plan and signage which meets the requirements set forth by each agency. Addressing shall be placed in a position that is plainly legible and visible from the street or road fronting the property, as set forth in International Fire Code Section 505.1
- c) Address numbers shall have a minimum stroke width of one-half inch (0.5"), and of a color contrasting with the background. The required height of each address number shall be calculated by the distance of the addressed building from the road.
- d) Upon commencement of initial construction of a new structure, a clear visible freestanding sign or post shall be erected and maintained in place until the permanent address numerals are attached or otherwise displaced upon the premises at completion.

6) **Water Supply:** Water supply requirements will be followed as described in Appendix B of the 2018 International Fire Code unless agreed upon by the Fire District.

- a) Fire Flow – Commercial and office occupancies will require a fire-flow consistent with International Fire Code Appendix B to service the proposed project. Fire hydrants shall be placed per Appendix C.
 - i) A total of 4 hydrants will be required for this project.
- b) Water Supply: *Fire Sprinkler system shall be installed in all buildings.*
- c) Water Supply: Acceptance of the water supply for fire protection will be by the Fire District and water quality by City of Middleton for bacteria testing.
- d) Water Supply: Final Approval of the fire hydrant locations shall be by the Fire Code Official or designee.
- e) Fire hydrants shall be located along the public right-of-way or along the emergency apparatus access roads, preferably at intersections or on islands separating parking areas which cannot be obstructed by parked vehicles. Hydrants in areas subject to physical damage shall be protected from collision.
- f) Fire hydrants shall have a locking Storz LDH connection in place of the 4 ½" outlet. The Storz connection may be integrated into the hydrant, or an approved adapter may be used on the 4 1/2" outlet.
- g) Fire hydrants shall have the Storz outlet face the main street or parking lot drive aisle.
- h) Fire hydrants shall be placed on corners when spacing permits.
- i) Fire hydrants shall not have any vertical obstructions to outlets within 10'.
- j) Fire hydrants shall be placed 18" above finished grade to the center of the Storz outlet.
- k) Fire hydrants shall be provided to meet the requirements of the City of Middleton.
- l) Show all proposed or existing hydrants for all new construction or additions to existing buildings within 1,000 feet of the project.

Project Name: The Square on Heartly Subdivision



- m) Fire hydrant relocations to be approved by the Fire District and City of Middleton.
 - n) Hydrants are to always remain clear and unobstructed.
 - o) Hydrants to be marked with temporary fencing creating a 3 ft clearance around the hydrant and shall remain in place until approved by fire district. See exhibit 1.
 - p) Developer to review landscape plans to ensure landscaping will not obstruct hydrants.
- 7) **Inspections:** Final inspection by the Fire District of the above listed including hydrant flow must be completed before building permits are issued.
- 8) **Additional Comments:**
- a) Fire Sprinkler and Alarm Plans are to be submitted to the Fire District and State Fire Marshal's Office for review.
 - b) Additional review will be conducted during the building permit phase of this project. At that time the project will comply with current Fire Code and Codes set forth by the City of Middleton.
 - c) It shall be the responsibly of the applicant to submit appropriate applications and supporting documents to the Fire District for review. Fire District review fees will apply.
 - d) All applications and submittal process is available at www.midstarfire.org



Exabit 1



Project Name: The Square on Heartly Subdivision

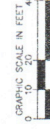
SITE PLAN - FIRE

"THE SQUARE ON HARTLEY"
HARTLEY LANE SOUTH OF HIGHWAY 44
MIDDLETON, IDAHO



SITE PLAN DATA

Type 1 - Office Incubators	
BUILDING A FLOOR 1 (SF)	11,440
BUILDING A FLOOR 2 (SF)	11,440
TOTAL BUILDING AREA	22,880
Flex Space Incubators	
BUILDING B (SF)	16,872
BUILDING C (SF)	16,872
BUILDING D (SF)	14,910
TOTAL BUILDING AREA	48,654
Total Flex Space Units	33
Parking Data	
TOTAL BUILDING AREA	71,534
TOTAL REQUIRED PARKING (1/230 SF)	204
TOTAL ADA Stalls	7 (1 VAN)
TOTAL PROVIDED PARKING	204



NOTES:

1. ALL DIMENSIONS MADE FROM FACE OF CURB WHERE BOLLARDS ARE LOCATED.
2. ALL DIMENSIONS ARE MADE TO CENTER OF BOLLARD WHERE BOLLARDS ARE INVOLVED.

LEGEND

BOUNDARY LINE / PROPERTY LINE

WATER LINE

SEWER LINE

PROPOSED FIRE HYDRANT

Kimley»Horn

100 W. 2ND ST. SPOKANE, ID 83402
2023.09.07

SCALE: 1" = 40'-0"
DATE: 09/07/2023
DRAWN BY: J. HARRIS
CHECKED BY: J. HARRIS

BUILDING A
10 TWO-STORY UNITS
FOOTPRINT AREA 11,440 SF

BUILDING B
16 UNITS
16,872 SF

BUILDING C
8 UNITS
16,872 SF

BUILDING D
14 UNITS
14,910 SF

SCALE: 1" = 40'-0"
DATE: 09/07/2023
DRAWN BY: J. HARRIS
CHECKED BY: J. HARRIS

EXHIBIT "E"

COMMENTS FROM CITY ENGINEER & PLANNER



January 25, 2023

TO: Roberta Stewart, Planner

FROM: Amy Woodruff, PE, Civil Dynamics PC
City Engineer

RE: The Square on Hartley - Preliminary Plat

Thank you for the opportunity to review the above referenced preliminary plat submittal. Every effort was made to identify all the review comments, some comments may overlap with planning comments, and additional comments may come up as the application goes forward.

MCC 5-4-3: Traffic Impact Analysis. Please submit.

MCC 5-4-4.2. a. Please add bearing and distance to section corner, quarter corner or monument of record.

MCC 5-4-4.2. b. Contact information for owner, subdivider, surveyor and engineer in the right margin title block.

MCC 5-4-4.2.d. Add date of preparation.

MCC 5-4-4.2. f. Revise topography to clearly show existing.

1. The topography line work is so light it is not discernable. Clearly show topo, including irrigation (all) and all utilities in Hartley.
2. Add benchmark information.

MCC 5-4-4.2. g.

1. Show existing irrigation infrastructure and relocation if applicable. Include needed easement area. How does delivery continue to west?

MCC 5-4-4.2. h.

1. Show Hartley improvements in right of way clearly on the plat.
2. Show access for parcel from Hartley.
3. Include stormwater management for Hartley.
4. Relocate the existing irrigation lateral out of Hartley right of way. Show needed easement area required by Canyon County Water Company. The CCWC easement can not overlap right of way unless City infrastructure is repaired/replaced by others if irrigation work is required in overlapping right of way area.
5. How will existing irrigation be routed to west – as applicable.
6. Remove sewer and water utility easement area shown in Hartley right of way.

MCC 5-4-4.2.j. Add existing zoning for adjacent parcels.



MCC 5-4-4.2 a and l. The boundary is required to be surveyed and stamped by PLS including ties to corners. It is not possible to verify the property description provided without a boundary shown for the parcel.

MCC 5-4-4.2. n

1. Add a note addressing installation of fiber optic network.
2. Streetlights are required along Hartley.

MCC 5-4-4.3. a

1. Show existing sewer in Hartley.
2. Extend blanket utility easement to west boundary on both north and south utility alignments – easement only.
3. Sewer services to center of lot.

MCC 5-4-4.3. b

4. Water required to be extended in Hartley – to and through – if not completed by development to the east prior. Show and add note if needed.
5. Double water services at lot corners where possible.
6. Loop water to new/to be constructed main Hartley main at southeast corner for redundancy and stability.
7. Please keep water at least 25ft from subsurface stormwater facilities. Refer to IDAPA for details.

MCC 5-4-4.3.c

1. Stormwater. Please submit complete stormwater management report separately.
2. Hartley: plan to manage a 100 year/1 hour storm using retention facilities only.
3. Stormwater facilities are owned by HOA and the provisions for maintenance laid out in CCRs.
4. Note 6. Please cite in the preliminary report the BMPs used for the subsurface facilities. Of specific concern is the width of the bed, the proximity to groundwater and location of the beds relative to property line, building foundations, irrigation lateral and utilities.
5. In areas of very high ground water like this, the City may approve stormwater management where the design storm is retained and the remainder of the stormwater discharged at predevelopment rate.

Note 3. Identify by note or show easements to be developed.

Note 6. Address by note Idaho Code 31-3805. Will lots be subject to assessment?

Add note: no direct lot access to Hartley.

30ft joint utility easement is 30ft exclusive City of Middleton access and utility easement. Joint trench or others do not co-locate.



February 16, 2023

TO: Roberta Stewart, Planner

FROM: Amy Woodruff, PE, Civil Dynamics PC *Amy Woodruff*
City Engineer

RE: **The Square on Hartley - Preliminary Plat**

Thank you for the opportunity to review a second time the above referenced preliminary plat submittal. The bulk of the original comments were not addressed and are summarized again below: *Text in italics is new.*

The drawing provided is not to scale. It is not possible to verify dimensions or other details. Every lot needs a lot number. Add block numbers. Consult with Compass Land Surveying regarding numbering. Remove perimeter dimension on all lots.

Is there a gap between the north lots and north boundary?

MCC 5-4-4.2.d. Add date of preparation. *Add month and year to top of drawing – under situate.*

MCC 5-4-4.2. f. Revise topography to clearly show existing.

1. The topography line work is so light it is not discernable. Clearly show topo, including irrigation (all) and all utilities in Hartley.

MCC 5-4-4.2. g.

1. Show existing irrigation infrastructure and relocation if applicable. Include needed easement area. How does delivery continue to west?

MCC 5-4-4.2. h.

1. Show Hartley improvements in right of way clearly on the plat. *Pedestrian facilities are required.*
2. Show access for parcel from Hartley. *Add valley gutter to transport stormwater across entry or use a commercial driveway approach.*
3. Include stormwater management for Hartley.
4. **Relocate the existing irrigation lateral out of Hartley right of way. Show needed easement area required by Canyon County Water Company.** The CCWC easement can not overlap right of way unless City infrastructure is repaired/replaced by others if irrigation work is required in overlapping right of way area. *The irrigation lateral is shown on the plat as remaining in Hartley. Note 12 and City Code require it be relocated out of right of way.*
5. How will existing irrigation be routed to west – as applicable.

MCC 5-4-4.2.j. Add existing zoning for adjacent parcels.



MCC 5-4-4.2. n

1. Add a note addressing installation of fiber optic network.
2. Streetlights are required along Hartley. *Add note: streetlights located 2ft – 6ft from back of walkway.*

MCC 5-4-4.3. a

1. Show existing sewer in Hartley.
2. Extend blanket utility easement to west boundary on both north and south utility alignments – easement only.

MCC 5-4-4.3. b

1. Water required to be extended in Hartley – to and through – if not completed by development to the east prior. Show and add note if needed. *Water is shown on plat as existing – it is not existing. Show Square at Hartley connecting at end of existing and extending 8" water to south boundary. You may add note "water may be in place at time of construction" or other but if water is not installed by Carlton, it must be installed by this project.*
2. Please keep water at least 25ft from subsurface stormwater facilities. Refer to IDAPA for details. *Water is required to be 25ft from subsurface stormwater facilities. No exception.*
3. *Water cannot be developed feet from edge of easement and in close proximity to buildings and stormdrain facilities re: lot 27 (no block #)*

MCC 5-4-4.3.c

1. Stormwater. Please submit complete stormwater management report separately. *The "Preliminary Stormwater Calculations" are not correlated to the plat.*
2. Hartley: plan to manage a 100 year/1 hour storm using retention facilities only. *Show how Hartley stormwater will be managed.*
3. ~~Stormwater facilities are owned by HOA and the provisions for maintenance laid out in CCRs.~~
4. Note 6. Please cite in the preliminary report the BMPs used for the subsurface facilities. Of specific concern is the width of the bed, the proximity to groundwater and location of the beds relative to property line, building foundations, irrigation lateral and utilities. *The stormwater management as shown is not approvable.*
5. In areas of very high ground water like this, the City may approve stormwater management where the design storm is retained and the remainder of the stormwater discharged at predevelopment rate.

Note 3. Identify by note or show easements to be developed.

Note 6. Address by note Idaho Code 31-3805. Will lots be subject to assessment?

30ft joint utility easement is 30ft exclusive City of Middleton access and utility easement. Joint trench or others do not co-locate. *Relabel accordingly.*



February 27, 2023

TO: Roberta Stewart, Planner

FROM: Amy Woodruff, PE, Civil Dynamics PC *Amy J Woodruff*
City Engineer

RE: **The Square on Hartley - Preliminary Plat Comments Summary**

Thank you for the resubmittal of the above captioned preliminary plat.

1. Remove perimeter dimension on all lots.
2. The gap between the north lots and north boundary either needs to be eliminated or it needs to be of sufficient width to function for the intended use. The City requests eliminating the gap and developing an easement area that will function to provide utility and maintenance access to the north area of lots 1-10.
3. MCC 5-4-4.3. a. Extend blanket utility easement to west boundary on both north and south utility alignments – easement only. Extend utility easement to west boundary as if the north water and sewer mains and south water and sewer mains were to be extended to the west boundary.
4. MCC 5-4-4.3. b. Square at Hartley is required to extend water in Hartley from existing location at Forge – to and through – if not completed by development to the east prior. **Water is shown on plat as existing – it is not existing.** Show Square at Hartley connecting at end of existing and extending 8" water to south boundary. You may add note "water may be in place at time of construction".
5. MCC 5-4-4.3.c. The area needed for stormwater management is not sufficient as shown. The volume of voids for drain rock is 40% - only 40% of the basin as sized is stormwater storage. Please consider developing V-type, narrow retention areas on the west or south side.
6. Note 3. Identify by note or show easements to be developed. **If easements per code will not be established at final plat, work with Planning to secure a waiver.**
7. Note 6. Address by note Idaho Code 31-3805b. Will **lots** be subject to assessment?
8. 30ft joint utility easement is 30ft exclusive City of Middleton access and utility easement. Joint trench or others do not co-locate. Move easement area so irrigation is not in utility easement. The easement is too close to sewer in southeast corner area. Expand it toward Lot 33.
9. Revise Hartley Lane x-section. Show stormwater management area – remove irrigation.
10. Add PLS stamp.

5. Be warned that the City will need an O&M Plan for your stormwater facilities, so you will need to devise a business association or other method for operating and maintaining those facilities. (Landscape has the same issue, as you know.)
6. Add a key to the first page showing boundary lines, lot lines, existing sewer, easements...etc.
7. I will need to rely upon Amy to determine how we can ensure connective access for future commercial development to the west, north and/or south. Since there are only drive aisles contemplated, that access may need to be creative.
8. Reserve subdivision name with Tony Almeida at the County if you haven't already done so.
9. Delete note 3 regarding private streets. Private streets are not allowed.
10. Re-word Note 4 about drainage easements. The current language applies to typical residential subdivision but does not work in this instance.
11. Add a note: "A cross-access agreement for vehicle and pedestrian traffic and a shared parking agreement shall be recorded at the time of, or prior to, final plat recording.
12. Note 9 regarding groundwater may not be accurate??? It may need to be 24'. ??
13. Looks like you're missing depictions of all easements, wells, ditches...etc.
14. Place updated date on your revised pre-plat to help us keep them in order.

Roberta L. Stewart

Middleton Planning & Zoning Director



CITY OF MIDDLETON

P.O. Box 487 | 1103 W Main Street, Middleton, ID 83644
Tele (208) 585-3133 | Fax (208) 585-9601
citmid@middletonidaho.us | www.middleton.id.gov

The Square on Hartley – Planner Comments (Review of revised Preliminary Plat stamped 1/19/2023)

January 20, 2023

1. Each separate parcel (“building lot”) must have a legal description of “Lot & Block”. So add “Block 1” to the plat, so every building parcel will be “Lot 1/Block 1”, “Lot 2/Block 1”...etc.
2. Remove words “Floor Area” from each parcel/building pad. We just want to see the square footage of each “Lot”. Adding the words “floor area” can confuse the issue.
3. Missing topo as required by MCC 5-4-4.
4. Change Note 1 as follows: “*Building setback and dimension standards shall be in compliance with the applicable zoning regulations of Middleton at the time of building permit issuance, except for the setbacks and dimensions that have been changed by the Development Agreement (Instrument # _____, recorded in the records of Canyon County.*”
5. On Note 4, remove “pressurized irrigation” as a “public utility.”
6. MCC 5-4-4 requires a statement about your proposed irrigation system and point of delivery. There must also be a preliminary layout for irrigation on the pre-plat. Please add these items to your plat. **Irrigation may not occur via City metered water.** It must occur via pressurized irrigation /Ditch Co.
7. Change Note 10 as follows: “*The Owner of the common lot will be required to manage the common areas, which include stormwater facilities...etc.*”
8. Change Note 14: “*A cross access agreement or easement for utilities, shared parking, and vehicle and pedestrian traffic shall be recorded at the time of, or prior to, final plat recording.*”
9. Place updated date on your revised pre-plat to help us keep them in order.

Roberta L. Stewart

Middleton Planning & Zoning Director



CITY OF MIDDLETON

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The Square on Hartley – Planner Comments (Review of revised Preliminary Plat stamped 2/7/2023)

February 8, 2023

1. Change Note 1 to take out Instrument #2020-005120. No DA has been recorded yet. It should be a blank space like below. *“Building setback and dimension standards shall be in compliance with the applicable zoning regulations of Middleton at the time of building permit issuance, except for the setbacks and dimensions that have been changed by the Development Agreement (Instrument # _____, recorded in the records of Canyon County.”*
2. Check with Amy regarding whether you PI is sufficient.

Roberta L. Stewart

Middleton Planning & Zoning Director

ORDINANCE NO. 676

The Square on Hartley Subdivision Annexation & Rezone – Parcel No. R34773014

AN ORDINANCE OF THE CITY OF MIDDLETON, CANYON COUNTY, IDAHO, ANNEXING TO THE CITY OF MIDDLETON, IDAHO, CERTAIN REAL PROPERTY SITUATED IN THE UNINCORPORATED AREA OF CANYON COUNTY, IDAHO, AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF MIDDLETON, IDAHO; ESTABLISHING THE ZONING CLASSIFICATION OF SAID REAL PROPERTY TO C-2 (LIGHT COMMERCIAL); DIRECTING THAT COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. That the Middleton City Council, upon recommendation of the Planning & Zoning Commission, and following the public notice and hearing procedures set forth in the Local Land Use Planning Act (Idaho Code, Title 67, Chapter 65) and Middleton City Code Title 1, Chapter 14, approved the Annexation and Rezone of The Square on Hartley Subdivision (Parcel No. R34773014) at a public hearing held on March 15, 2023.

Section 2. The following described property, commonly known as 0 Hwy 44, Middleton, Idaho (Tax Parcel No. R34773014), comprising approximately 4.472 acres, more or less, is contiguous to the City of Middleton, Idaho; the annexation enables the orderly development of the City; and the applicant has requested that the property described in Exhibit “A” should be annexed into the City of Middleton and zoned C-2 (Light Commercial):

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

Section 3. That the above-described property is hereby annexed into the corporate limits of the City of Middleton and zoned C-2 (Light Commercial).

Section 4. That the City Engineer and the Planning & Zoning Official of the City of Middleton, Idaho, are hereby instructed to so designate the same above-described property on the official zoning map and other area maps of the City of Middleton, Idaho as lying within the city limits and zoned C-2 (Light Commercial).

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

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

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

PASSED BY THE COUNCIL OF THE CITY OF MIDDLETON, IDAHO, this ____ day of _____, 2023.

APPROVED BY THE MAYOR OF THE CITY OF MIDDLETON, IDAHO, this ____ day of _____, 2023.

Attest:

Steven J. Rule
Mayor, City of Middleton

Becky Crofts
City Clerk

EXHIBIT A

Legal Description of Annexed Property



Client: Kimley-Horn
Date: December 14, 2022
Job No.: 2622-Hartley Equity

PROPERTY DESCRIPTION

A parcel of land being a portion of the NE1/4 NW1/4 of Section 12, Township 4 North, Range 3 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at a found Aluminum cap stamped "PLS 14221" marking the N1/4 Corner of said Section 12, (the quarter corner common to Sections 1 and 12), said corner bears S. 89°39'47" E., a distance of 2679.65 feet from a found Brass cap stamped "PLS 14221" marking the NE corner of said Section 1, (the section corner common to Sections 1, 2, 11, and 12);

Thence along the center section line of said Section 12, S.00°46'27" W., a distance of 913.33 feet to a found 5/8 inch iron pin stamped "PLS 12220";

Thence continuing S. 00°46'27" W., a distance of 13.48 feet to a found 1/2 inch iron pin stamped "PLS 12220" marking the POINT OF BEGINNING;

Thence continuing S. 00°46'27" W., a distance of 382.70 feet to a found 1/2 inch iron pin with an illegible cap;

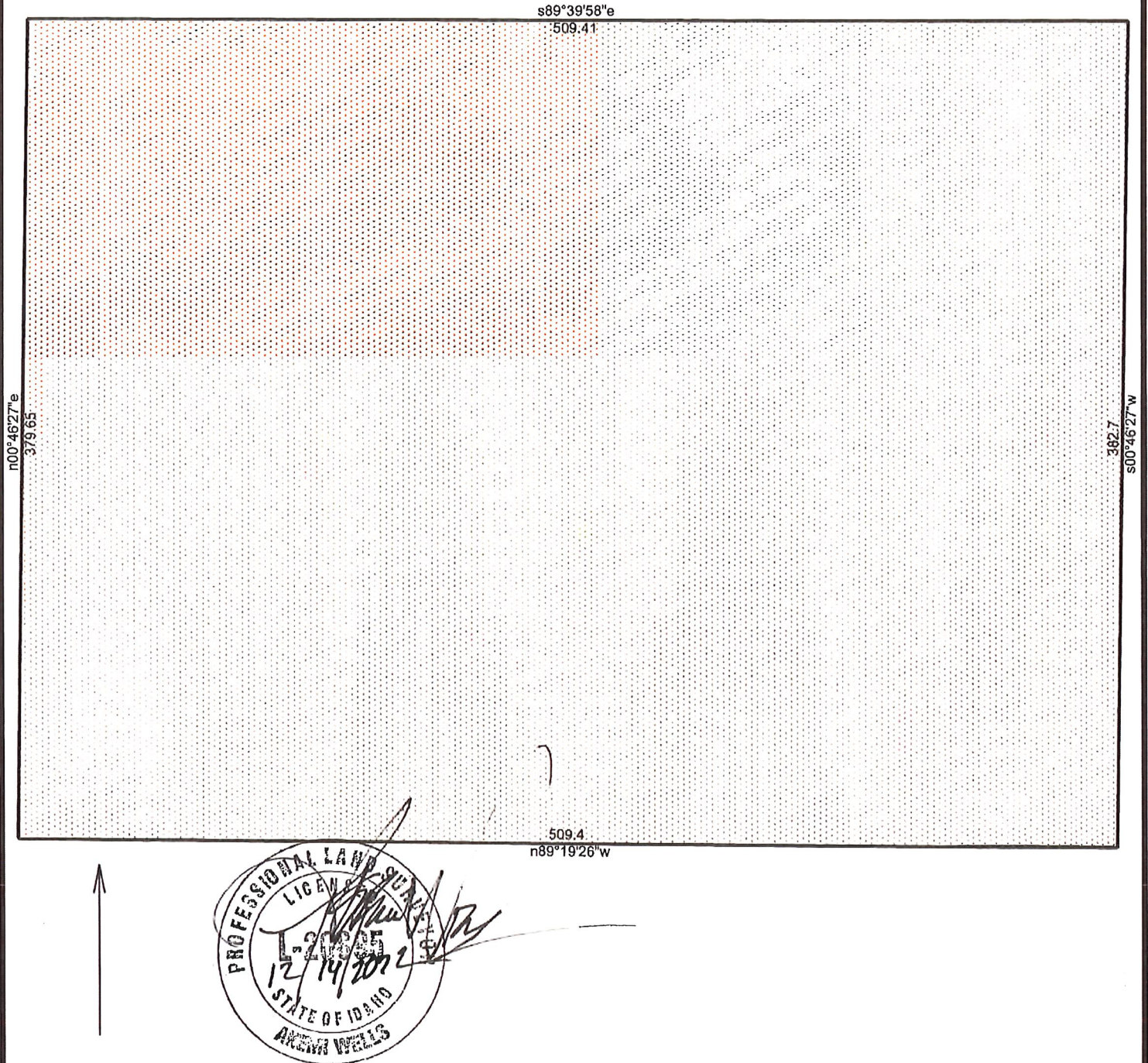
Thence leaving said center section line, N. 89°19'26" W., a distance of 509.40 feet to a point;

Thence parallel to said center section line, N. 00°46'27" E., a distance of 379.65 feet to a found 1/2 inch iron pin stamped "PLS 12220";

Thence leaving said parallel line, S. 89°39'58" E., a distance of 509.41 feet to the *POINT OF BEGINNING*.

This parcel contains 4.46 acres (194,169 SF) more or less.





Hartley Equity Closure

12/14/2022

Scale: 1 inch= 66 feet

File: Hartley Equity Closure 12142022.ndp

Tract 1: 4.4575 Acres (194169 Sq. Feet), Closure: n31.0117e 0.01 ft. (1/208930), Perimeter=1781 ft.

- 01 s00.4627w 382.7
- 02 n89.1926w 509.4
- 03 n00.4627e 379.65
- 04 s89.3958e 509.41

LICENSE AGREEMENT

LICENSE AGREEMENT, made and entered into this ____ day of _____, 2023, by and among DRAINAGE DISTRICT NO. 2, a drainage district organized and existing under and by virtue of the laws of the State of Idaho, hereinafter referred to as the "District", and

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

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

hereinafter collectively referred to as the "Licensee",

WITNESSETH:

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

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

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

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

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

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

A. Acknowledgment of the District's Easement.

1. Licensee acknowledges that the District's easement for the drain includes a sufficient area of land to convey irrigation and drainage water, to operate, clean, maintain and repair the ditch or drain, and to access the ditch or drain for said purposes, and is a minimum of 100 feet, 50 feet to either side of the centerline for open sections and 50 feet, 25 feet to either side of the centerline of the drain for piped or closed sections.

B. Scope of License

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

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

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

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

C. Facility Construction, Operation, Maintenance and Repair

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

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

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

- a. a hazard to any person or property;

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

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

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

D. District's Rights Are Paramount

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

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

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

drain for the transmission of drainage water.

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

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

E. Applicable Law and Jurisdiction Unaffected.

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

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

F. Indemnification

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

G. Fees and Costs

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

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

H. Miscellaneous

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

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

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

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

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

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

Drainage District No. 2
c/o S. Bryce Farris
P.O. Box 7985
Boise, ID 83707

See page 1 for Licensee

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

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

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

DRAINAGE DISTRICT NO. 2

By _____
Its President

ATTEST:

Its Secretary

STATE OF IDAHO)
) ss:
County of Ada)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Gary Olson and Mitch Coburn, known to me to be the President and Secretary, respectively, of DRAINAGE DISTRICT NO. 2, the drainage district that executed the foregoing instrument and acknowledged to me that such drainage district executed the same.

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

Notary Public for Idaho
Residing at _____, Idaho
My Commission Expires: _____

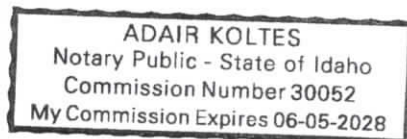
VIPER INVESTMENTS LLC,
an Idaho limited liability company,

By: Corey Barton Its: member

STATE OF IDAHO)
)ss.
County of Ada)

On this 28th day of February, 2023, before me, the undersigned, a notary public in and for said state, personally appeared Corey Barton, known to me to be the Member of VIPER INVESTMENTS LLC, the entity that executed the foregoing instrument, and acknowledged to me that said entity executed the same.

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



Adair Koltres
Notary Public for Idaho
Residing at Nampa, ID
My Commission Expires: 6-05-2028

CITY OF MIDDLETON

By _____
Its _____

ATTEST:

Its _____

STATE OF IDAHO)
) ss:
County of Canyon)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, known to me to be the _____ and _____, respectively, of the CITY OF MIDDLETON, the entity that executed the foregoing instrument and acknowledged to me that such entity executed the same.

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

Notary Public for Idaho
Residing at _____, Idaho
My Commission Expires: _____

EXHIBIT A
Licensee's Property

The portion of the real property owned by the City of Middleton is described in Exhibit A-1 attached hereto and by this reference incorporated herein and the portion of the property owned by Viper Investments, LLC, known as Falcon Valley Subdivision No. 8 is described in Exhibit A-2 and by this reference incorporated herein.

EXHIBIT B
Crossing Location

See Exhibit D-1.

EXHIBIT C
Purpose of License

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

1. pipe the Little Drain in 36" Class III RCP (including pre-cast headwalls) and construct and install roadways for Magic Avenue, including roadway improvements such as curb, gutter and sidewalks across and over the above-referenced pipe and with the District's easement (the roadway crossings shall have curb cuts for the District's access from the roadways to the District's drain/easement);
2. within the roadway for Magic Avenue, construct and install an 8" sewer line and four – 6" conduits for joint trench across and under the pipe for the Little Drain and within the District's easement (with the exception of the sewer line, which shall be 2.9 feet below the District's drain, the utility crossings shall be located a minimum of three feet (3') below the District's drain); and
3. construct and install a 10' asphalt pedestrian pathway along the north and south side of the Little Drain, including grass landscaping and sprinklers, within the District's easement (the pathway and pathway improvements are on the property owned by the City of Middleton and shall be owned, operated and maintained by the City of Middleton),

all within Licensee's property described in Exhibit A, consisting of Falcon Valley Subdivision No. 8, a portion of the Little Drain property owned by the City of Middleton and the City Park located in Middleton, Canyon County, Idaho. No other construction or activity is permitted within or affecting the drain or the District's easement.

//

EXHIBIT D
Special Conditions

- a. The construction described in Exhibit C shall be performed in accordance with certain plans attached hereto as **Exhibit D-1** and by this reference incorporated herein. As part of the construction of the roadway for Magic Avenue, Licensee shall construct transitions from new improvements to the existing access roads for the District's use and access to the Little Drain.
- b. Licensee shall notify the water superintendent of the District prior to and immediately after construction by contacting Allen Funkhouser at 208-571-3804 so that he or the District's engineers may inspect and approve construction.
- c. Licensee shall be responsible for operation, maintenance, and repair associated with the drain which has been placed in pipe/culvert within the property described in Exhibit A, including rehabilitation or replacement of the pipe/culvert and rehabilitation of the District's easement. Maintenance shall include, but not be limited to, the removal and disposal of silt, gravel, plant material, and all trash and debris which may accumulate in the pipe. Repairs shall include, but not be limited to, all repairs necessary to preserve the structural integrity and unobstructed flow of water through the drain and prevent the loss of water from the drain. If the Licensee shall fail in any respect to properly operate, maintain and repair such portion of the drain, then the District, at its option, and without impairing or in anyway affecting its other rights and remedies hereunder, shall have the right to perform the necessary maintenance and repairs and the Licensee agrees to pay to the District, on demand, the cost or expense which shall be reasonably expended or incurred by the District for such purposes. The District shall give reasonable written notice to the Licensee and allow Licensee a reasonable opportunity to perform the necessary maintenance and repairs or other work prior to the District's performing such maintenance, repair or other work except that in cases of emergency the District shall attempt to give such notice as reasonable under the circumstances. Nothing in this paragraph shall create or support any claim of any kind by Licensee or any third party against the District for failure to exercise the options stated in this paragraph, and Licensee shall indemnify, hold harmless and defend the District from any claims made against the District arising out of or relating to the terms of this paragraph except for claims arising solely out of the negligence or fault of the District.
- d. Licensee acknowledges and agrees that should the encroachments need to be removed in order for the District to access, operate, maintain or repair the drain, it shall be Licensee's obligation and cost of removing or replacing the encroachments. Licensee further agrees that the District shall not be liable for any damages which shall occur to the improvements or other encroachments in the reasonable exercise of the rights of the District in the course of performance of maintenance or repair of the drain.
- e. Licensee represents that Licensee has complied with all federal, state or other laws, rules, regulations, directives or other requirements in any form regarding environmental matters, and specifically those relating to pollution control and water quality, as may be applicable under the subject matter, terms

or performance of this agreement broadly construed. Licensee recognizes its continuing duty to comply with all such requirements that now exist or that may be implemented or imposed in the future. By executing this agreement the District assumes no responsibility or liability for any impact upon or degradation of water quality or the environment resulting from the discharge or other activity by Licensee which is the subject of this agreement.

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

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

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

i. Most of the construction authorized by this License Agreement has already been completed. To the extent said construction has not been completed, the remaining construction authorized by this License Agreement shall be completed within one year from the date of this Agreement. Time is of the essence.

ACCOMMODATION
RECORDING

Warranty Deed

For value received,

Viper Investments LLC, an Idaho limited liability company

the grantor, does hereby grant, bargain, sell, and convey unto

City of Middleton

whose current address is P.O. Box 487 Middleton ID 83644

the grantee, the following described premises, in Ada County, Idaho, to wit:

See attached "Exhibit A", attached hereto and made a part hereof, by reference and which is comprised of (6) six pages.

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, assessments, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Viper Investments, LLC, an Idaho limited liability company

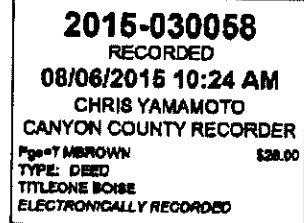
By _____
Corey D. Barton, Member

State of Idaho)
County of Ada)

On this 5th day of August 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Corey D. Barton known or identified to me to be a member of the limited liability company of Viper Investments, LLC, and the member who subscribed said company name to the foregoing instrument, and acknowledged to me that he executed the same in said company name.

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

Adair Koltes
Notary
Residing in: Nampa, ID
Expires: 6-25-16



ACCOMMODATION RECORDING

ELECTRONICALLY RECORDED
STAMPED FIRST PAGE NOW
INCORPORATED AS PART OF
THE ORIGINAL DOCUMENT

Warranty Deed

For value received,

Viper Investments LLC, an Idaho limited liability company

the grantor, does hereby grant, bargain, sell, and convey unto

City of Middleton

whose current address is P.O. Box 487 Middleton ID 83644

the grantee, the following described premises, in Ada County, Idaho, to wit:

See attached "Exhibit A", attached hereto and made a part hereof, by reference and which is comprised of (8) six pages.

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including litigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Viper Investments, LLC, an Idaho limited liability company

By

Corey D. Barton, Member

State of Idaho)
County of Ada)

On this 5th day of August 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Corey D. Barton known or identified to me to be a member of the limited liability company of Viper Investments, LLC, and the member who subscribed said company name to the foregoing instrument, and acknowledged to me that he executed the same in said company name.

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

Notary

Residing in:

Expires:

Adair Koltjes
Nampa, ID
6-05-16



Exhibit "A"

July 28, 2015

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

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

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

Thence along the along the East boundary line of said Section 5 North 01°06'10" East, 1444.53 feet;

Thence leaving said East boundary line North 86°53'50" West, 40.00 feet to the **REAL POINT OF BEGINNING**;

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

Thence 88.43 feet along the arc of a curve to the left having a radius of 90.00 feet, a central angle of 58°17'55" and a long chord which bears South 58°04'21" West, a distance of 84.82 feet;

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

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

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

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

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

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

Thence North 58°34'47" West, 229.66 feet;

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

Thence South 84°37'06" West, 516.72 feet;

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

Page 1 | 3

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

Thence North 81°04'37" West, 364.10 feet;

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

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

Thence South 83°43'21" East, 46.81 feet;

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

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

Thence 128.46 feet along the arc of a curve to the right having a radius of 200.00 feet, a central angle of 36°48'07" and a long chord which bears South 76°58'50" East, a distance of 128.27 feet;

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

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

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

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

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

Thence 45.59 feet along the arc of a curve to the right having a radius of 282.00 feet, a central angle of 08°15'49" and a long chord which bears North 84°33'32" East, a distance of 45.54 feet;

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

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

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

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

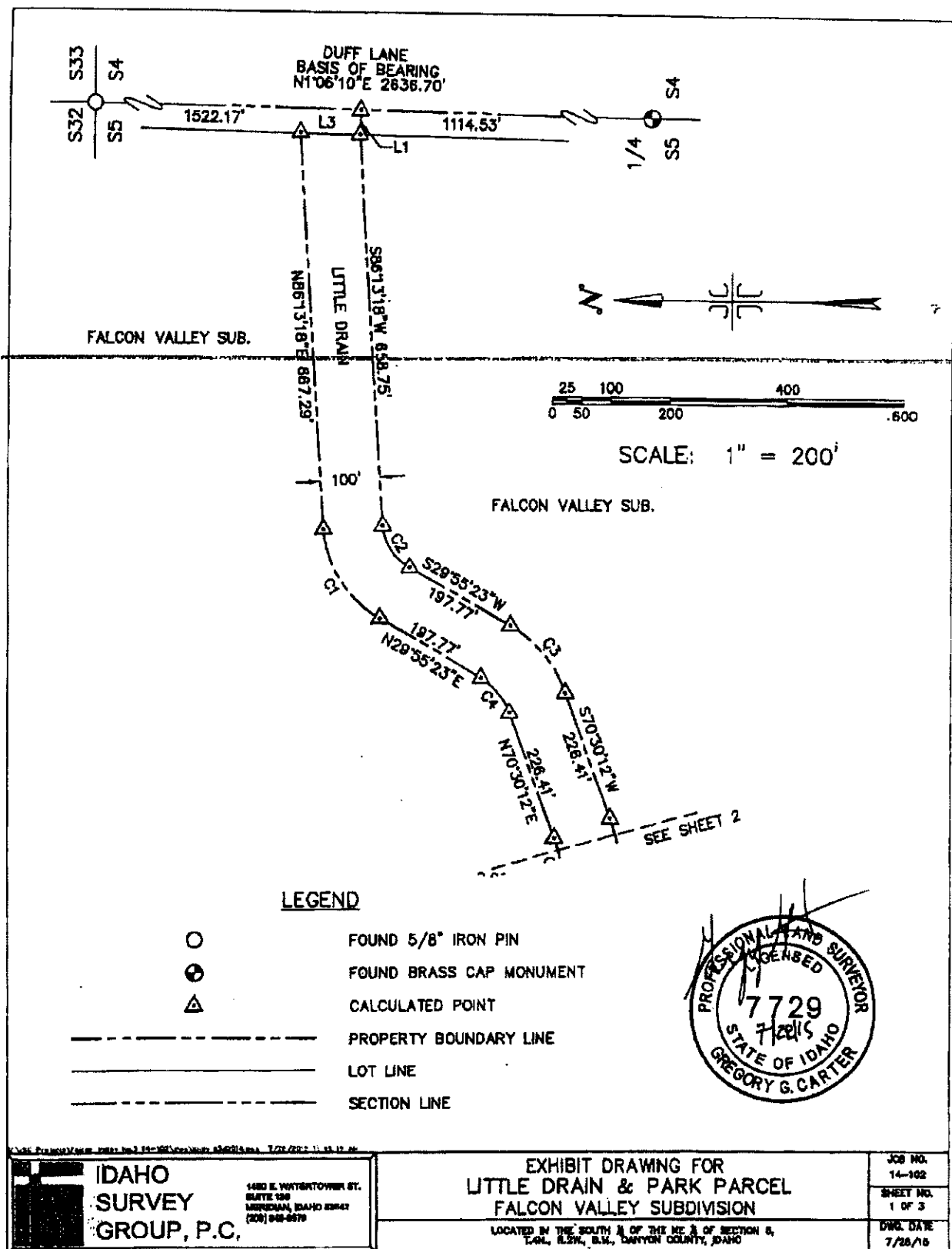
Thence North 29°55'23" East, 197.77 feet;

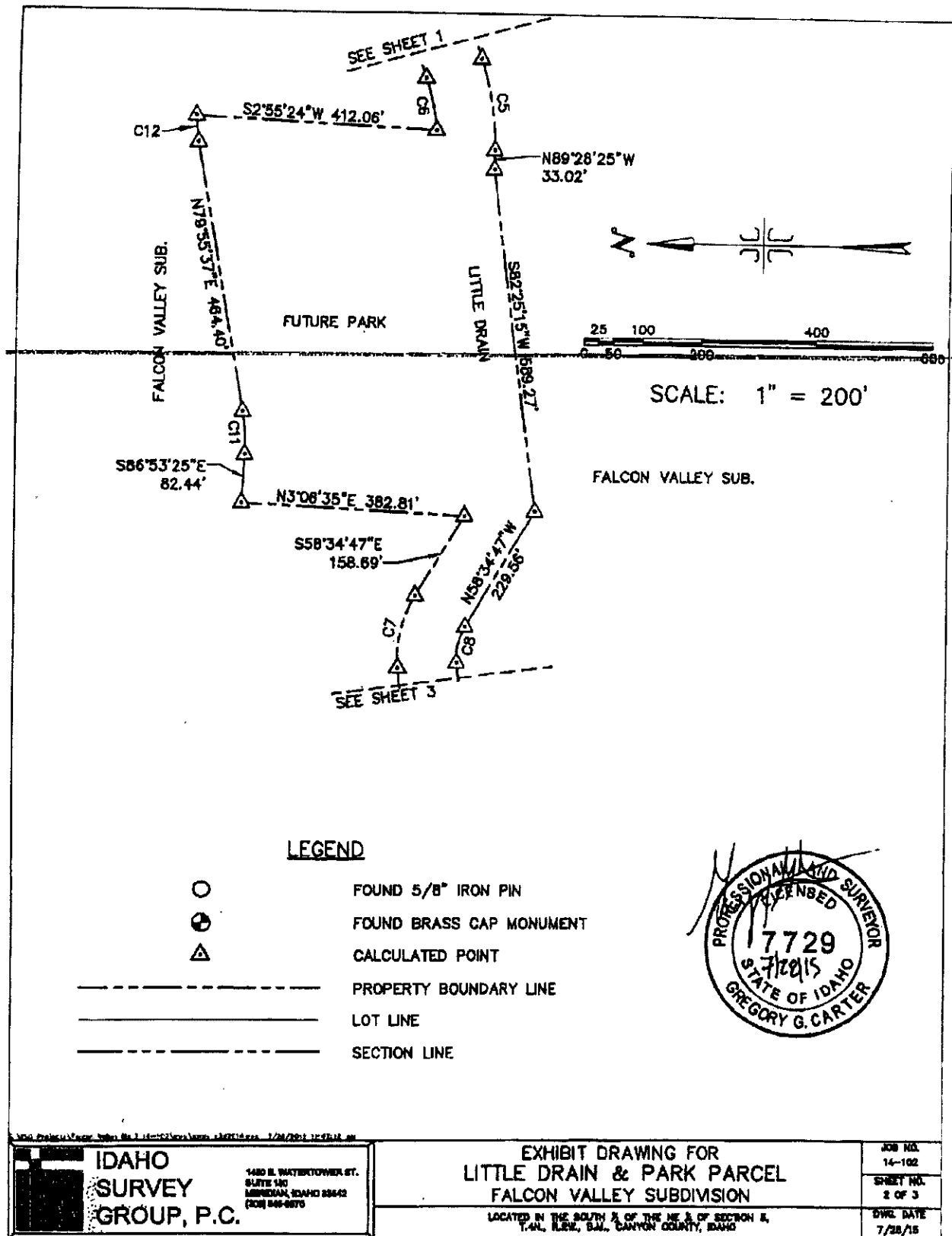
Thence 188.69 feet along the arc of a curve to the right having a radius of 190.00 feet, a central angle of $58^{\circ}17'55''$ and a long chord which bears North $58^{\circ}04'21''$ East, a distance of 179.27 feet;

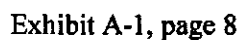
Thence North $88^{\circ}13'18''$ East, 667.29 feet to a point on the East boundary line of said Section 5;

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









**DESCRIPTION FOR
FALCON VALLEY SUBDIVISION NO. 8**

A parcel of land located in the N1/2 of Section 5, Township 4 North, Range 2 West, Boise Meridian, City of Middleton, Canyon County, Idaho being more particularly described as follows:

Commencing at the C1/4 corner of said Section 5 from which the E1/4 of said Section 5 bears South 89°40'52" East, 2665.54 feet, said point also being the NE corner of Middleton Heights Subdivision No. 2 as filed in Book 33 of Plats at Page 2, records of Canyon County, Idaho;

thence along the North boundary line of said Middleton Heights Subdivision No. 2 North 89°42'04" West, 639.26 feet to the NW corner of said Middleton Heights Subdivision No. 2 said point also being the SW corner Falcon Valley Subdivision No. 6 as filed in Book 50 of Plats at Page 22, records of Canyon County, Idaho;

thence along the West boundary line of said Falcon Valley Subdivision No. 6 North 01°34'42" East, 714.12 feet to the NW corner of said Falcon Valley Subdivision No. 6, said point also being the **REAL POINT OF BEGINNING**;

thence continuing North 01°34'42" East, 609.29 feet;

thence South 89°44'12" East, 10.61 feet;

thence South 01°39'38" West, 59.43 feet;

thence South 87°53'21" East, 106.39 feet;

thence North 86°10'24" East, 152.67 feet;

thence North 01°39'38" East, 51.97 feet;

thence South 89°44'12" East, 368.45 feet;

thence North 01°30'24" East, 62.99 feet;

thence North 70°10'26" East, 458.05 feet;

thence South 89°42'32" East, 292.65 feet;

thence North 81°00'25" East, 166.83 feet;

thence South 11°57'06" East, 16.53 feet;

thence North 76°31'30" East, 111.69 feet;

thence North 85°31'32" East, 114.52 feet;

thence North 75°14'22" East, 59.38 feet;

thence North 67°15'05" East, 82.09 feet;

thence 74.80 feet along the arc of a curve to the right, said curve having a radius of 356.00 feet, a central angle of 12°02'16" and a long chord which bears North 73°16'13" East, 74.66 feet;

thence North 02°55'09" East, 214.67 feet;

thence North 79°41'41" East, 82.18 feet;

thence South 02°55'09" West, 249.25 feet;

thence South 74°54'41" West, 52.62 feet;

thence South 32°22'29" East, 51.99 feet;

thence South 02°55'24" West, 367.80 feet;

thence 10.05 feet along the arc of a non-tangent curve to the right, said curve having a radius of 325.00 feet, a central angle of 01°46'21" and a long chord which bears North 87°01'53" East, 10.05 feet;

thence South 02°04'57" East, 50.00 feet;

thence 5.65 feet along the arc of a non-tangent curve to the right, said curve having a radius of 275.00 feet, a central angle of 01°10'41" and a long chord which bears North 88°30'23" East, 5.65 feet to an angle point on the exterior boundary line of that parcel of land described in that Warranty Deed recorded as Instrument No. 2015-030058, records of Canyon County Idaho;

thence along said exterior boundary line South 02°55'24" West, 405.04 feet;

thence South 39°56'22" East, 116.41 feet to an angle point on the exterior boundary line of said parcel of land described in that Warranty Deed recorded as Instrument No. 2015-030058;

thence along the exterior boundary line of said parcel of land described in that Warranty Deed recorded as Instrument No. 2015-030058 the following nine (9) courses and distances:

thence 107.68 feet along the arc of a non-tangent curve to the right, said curve having a radius of 450.00 feet, a central angle of 13°42'38" and a long chord which bears South 83°40'16" West, 107.42 feet;

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

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

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

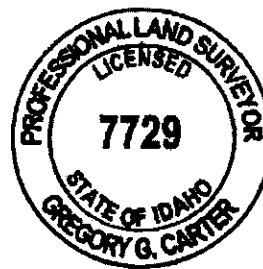
thence 64.23 feet along the arc of a curve to the left, said curve having a radius of 100.00 feet, a central angle of 36°48'07" and a long chord which bears North 76°58'50" West, 63.13 feet;

thence South 84°37'06" West, 515.71 feet;

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

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

thence North 81°04'37" West, 364.10 feet to the **REAL POINT OF BEGINNING**.
Containing 37.53, more or less.



GENERAL

1. The purpose of this report is to provide a detailed description of the Falcon Valley Subdivision No. 8, Trilogy Development, located in the City of Los Angeles, California. The subdivision is situated on a 100-acre tract of land, and the report describes the layout, features, and regulations governing the development.

2. The subdivision is bounded by the following streets: to the north by the City of Los Angeles, to the south by the City of Los Angeles, to the east by the City of Los Angeles, and to the west by the City of Los Angeles.

3. The subdivision is divided into 100 lots, each of which is 1/10 of an acre in area. The lots are numbered 1 through 100, and are arranged in a grid pattern.

4. The subdivision is subject to the following regulations: (a) The minimum lot size is 1/10 of an acre. (b) The minimum front yard setback is 10 feet. (c) The minimum side yard setback is 5 feet. (d) The minimum rear yard setback is 10 feet. (e) The maximum building height is 35 feet. (f) The maximum building area is 10,000 square feet. (g) The maximum number of units is 100.

5. The subdivision is subject to the following conditions: (a) The subdivision is subject to the City of Los Angeles' zoning regulations. (b) The subdivision is subject to the City of Los Angeles' subdivision map act. (c) The subdivision is subject to the City of Los Angeles' public works department's regulations. (d) The subdivision is subject to the City of Los Angeles' public works department's regulations.

WATER

1. The water supply for the subdivision is provided by the City of Los Angeles' water department. The water is delivered to the subdivision through a main line of water pipe, which is located on the street adjacent to the subdivision.

2. The water is distributed to the lots through a network of water pipes, which are located within the subdivision. The water is delivered to each lot through a water meter, which is located at the front of the lot.

3. The water is used for the following purposes: (a) Domestic use. (b) Commercial use. (c) Industrial use. (d) Agricultural use. (e) Other uses.

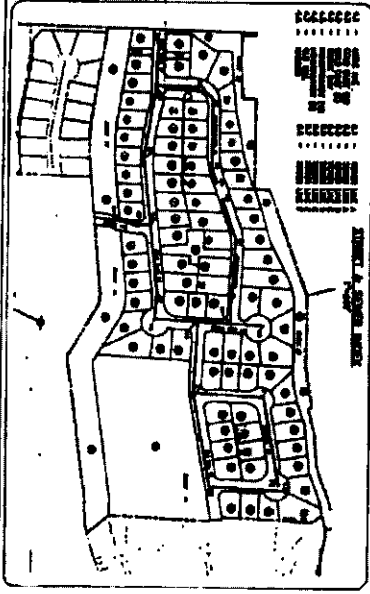
4. The water is used in the following manner: (a) The water is used for the irrigation of the lots. (b) The water is used for the watering of the lots. (c) The water is used for the cleaning of the lots. (d) The water is used for the maintenance of the lots. (e) The water is used for the other purposes of the lots.

SEWER, LEACH

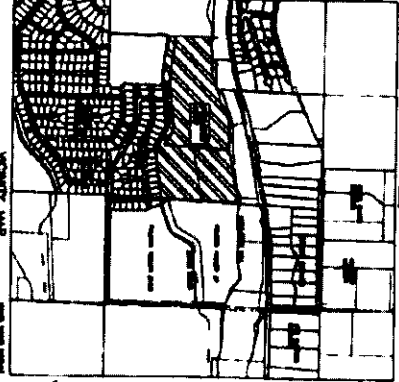
1. The sewer system for the subdivision is provided by the City of Los Angeles' sewer department. The sewer is located on the street adjacent to the subdivision, and the sewer is connected to the lots through a network of sewer pipes, which are located within the subdivision.

2. The sewer is used for the following purposes: (a) Domestic use. (b) Commercial use. (c) Industrial use. (d) Agricultural use. (e) Other uses.

3. The sewer is used in the following manner: (a) The sewer is used for the collection of the sewage. (b) The sewer is used for the transportation of the sewage. (c) The sewer is used for the disposal of the sewage. (d) The sewer is used for the other purposes of the sewage.



DEVELOPMENT PLANS FOR
FALCON VALLEY SUBDIVISION NO. 8



PLAN SHEET INDEX

SHEET	DESCRIPTION
1-0	COVER SHEET, INDEX, VACANT LOTS
21-25	PLAN, PLAN
26-30	SEWER, SEWER & DEED PLAN
31-35	WATER, WATER & DEED PLAN
36-40	STREET, STREET & DEED PLAN
41-45	STREET, STREET & DEED PLAN
46-50	STREET, STREET & DEED PLAN
51-55	STREET, STREET & DEED PLAN
56-60	STREET, STREET & DEED PLAN
61-65	STREET, STREET & DEED PLAN
66-70	STREET, STREET & DEED PLAN
71-75	STREET, STREET & DEED PLAN
76-80	STREET, STREET & DEED PLAN
81-85	STREET, STREET & DEED PLAN
86-90	STREET, STREET & DEED PLAN
91-95	STREET, STREET & DEED PLAN
96-100	STREET, STREET & DEED PLAN

A. The plan is subject to the City of Los Angeles' zoning regulations. (b) The plan is subject to the City of Los Angeles' subdivision map act. (c) The plan is subject to the City of Los Angeles' public works department's regulations. (d) The plan is subject to the City of Los Angeles' public works department's regulations.

B. The plan is subject to the City of Los Angeles' zoning regulations. (b) The plan is subject to the City of Los Angeles' subdivision map act. (c) The plan is subject to the City of Los Angeles' public works department's regulations. (d) The plan is subject to the City of Los Angeles' public works department's regulations.

COVER SHEET

FALCON VALLEY SUBDIVISION NO. 8

TRILOGY DEVELOPMENT

Bailey Engineering, Inc.

City of Los Angeles, California

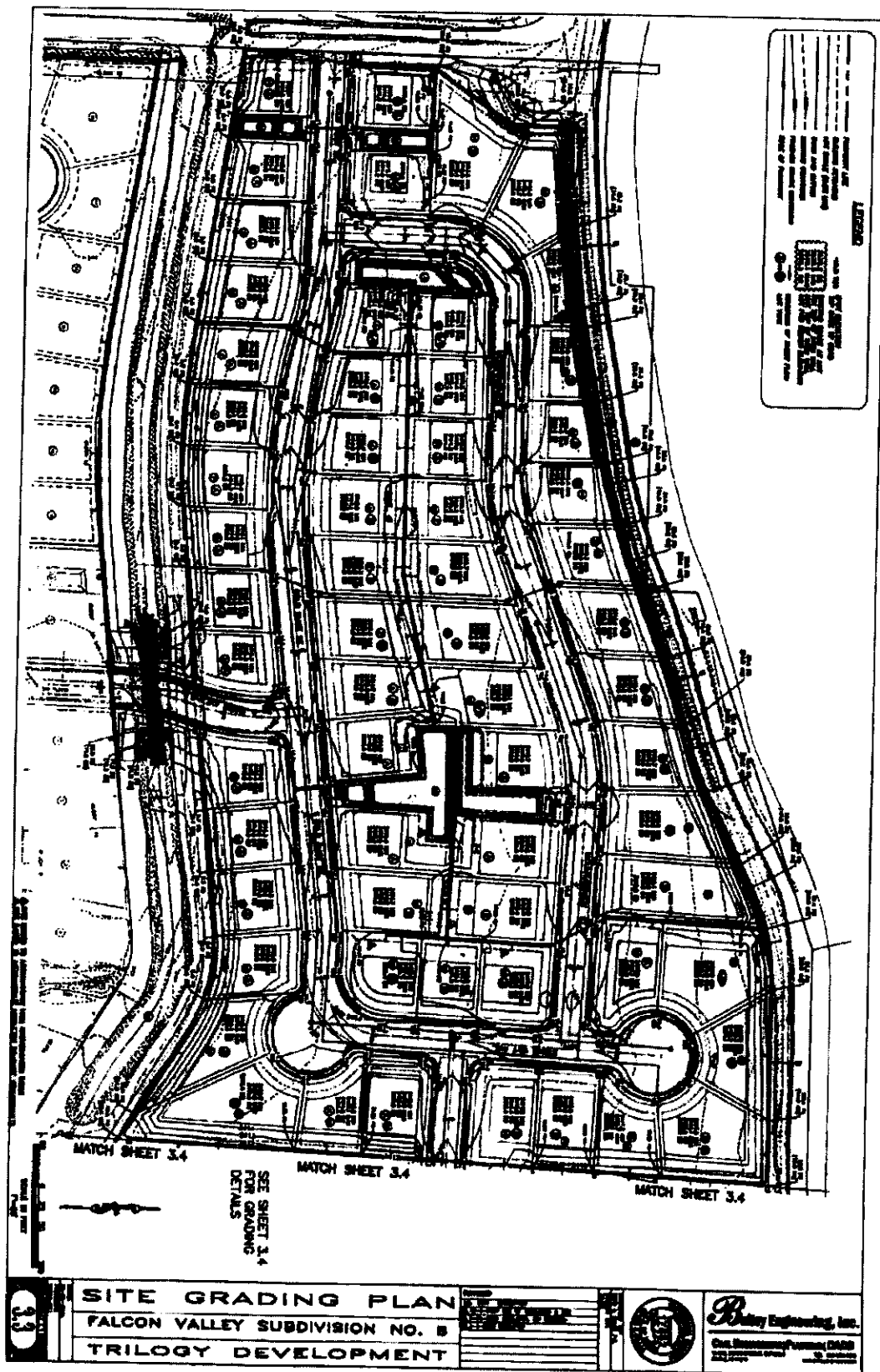
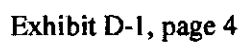
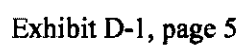


Exhibit D-1, page 3





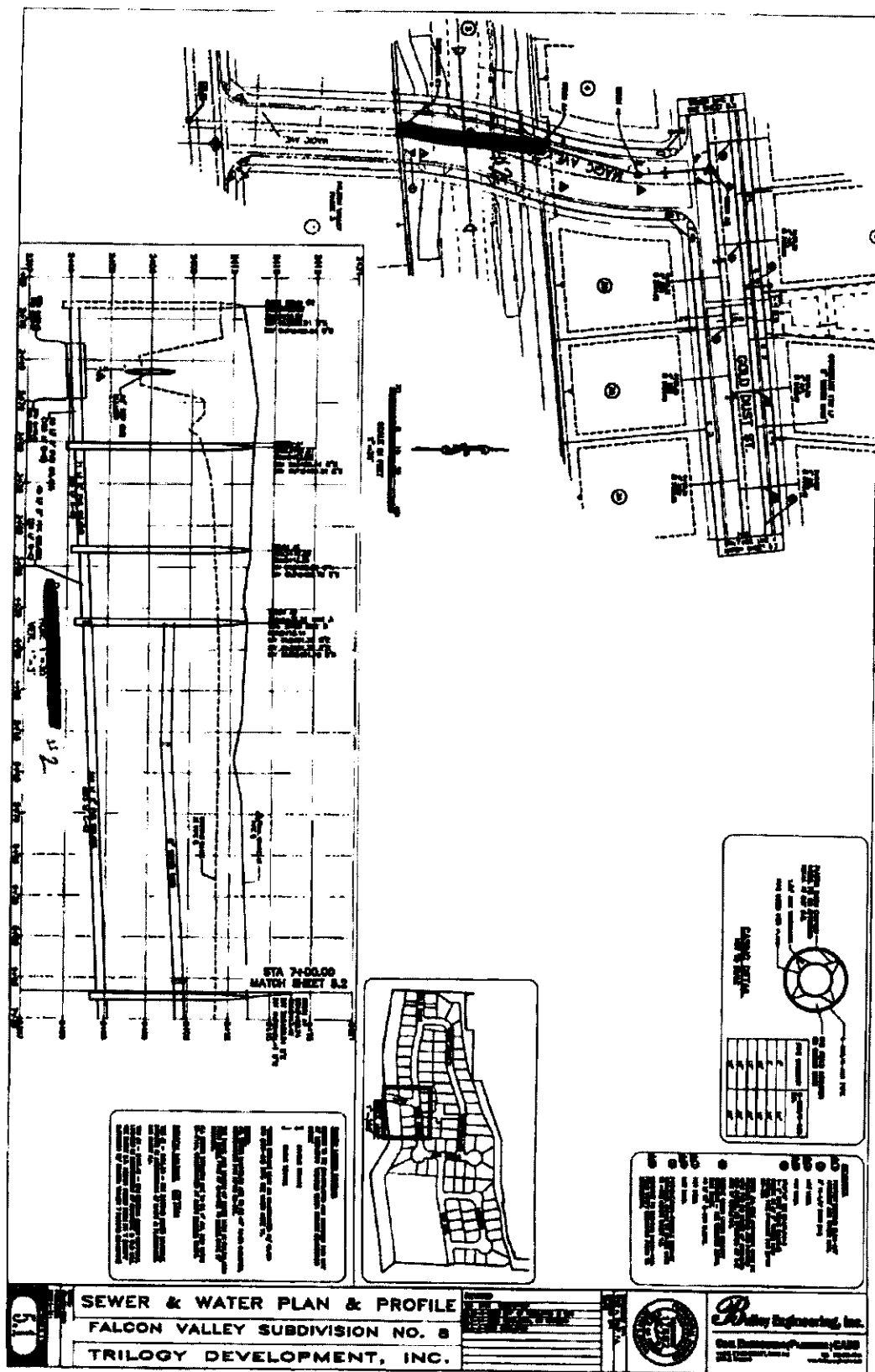


Exhibit D-1, page 6

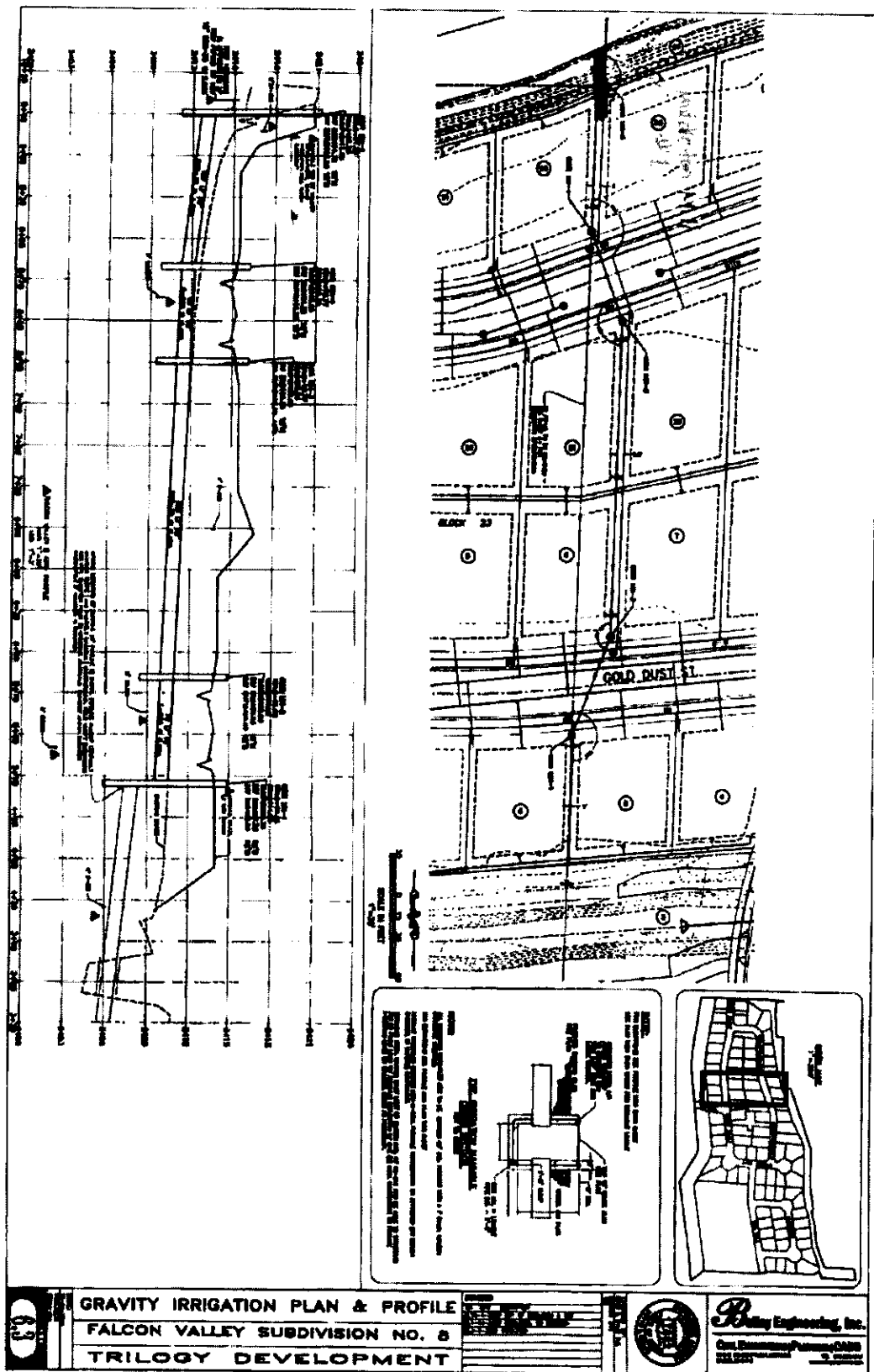


Exhibit D-1, page 7