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**MIDDLETON CITY COUNCIL**  
**APRIL 20, 2022**

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

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

Pledge of Allegiance, Invocation: Norm Brown

**Action Items**

**A. Approve Agenda**

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

**Information Items:**

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

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**Action Items:**

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

Mayor Rule called the items. Council President Kiser stated he had gone through the accounts payable, and nothing had changed since the check registers had been uploaded to the council drobox. There were no concerns.

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

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

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

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

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

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

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

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

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

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

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

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

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

Applicant Remarks – Jay Walker, Kimley-Horn

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

Public Comments: Neutral

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

Applicant Rebuttal – Jay Walker, Kimley-Horn

- The green space is exceeding what city code requires.

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

#### Council Comments

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Public Comments, Mayor and Council Comments:**

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



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

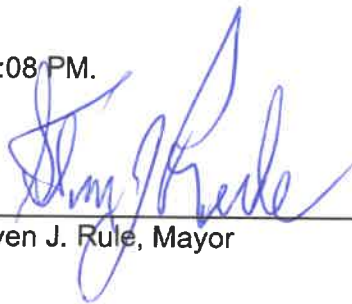
- Mayor Rule – The most recent census shows the number of residents in Middleton as 9,400 but COMPASS shows Middleton at 10,736 residents in city limits.
- City Attorney Douglas Waterman – Mr. Waterman stated that in regard to the QR codes on the Public hearing signs, it was not the cities intent to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

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

ATTEST:



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

  
Steven J. Rule, Mayor

# **EXHIBIT “A”**

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

2021-2022 - Un-audited							
Revenue	Budget	Actual	Amt. Remaining	Expense to Date	Rev. Minus Expense	% Received	% Remaining
General	\$ 3,888,744	\$2,183,362	\$ 1,705,382	\$ 1,746,854	\$ 436,507	56%	44%
Transportation	\$ 3,564,937	\$1,593,930	\$ 1,971,007	\$ 897,342	\$ 696,588	45%	55%
Library	\$ 288,062	\$136,606	\$ 151,456	\$ 103,125	\$ 33,481	47%	53%
Solid Waste	\$ 639,924	\$353,237	\$ 286,687	\$ 258,290	\$ 94,948	55%	45%
Water	\$ 1,681,181	\$1,009,384	\$ 671,797	\$ 505,590	\$ 503,794	60%	40%
Waste Water	\$ 4,409,893	\$1,869,778	\$ 2,540,115	\$ 2,333,195	\$ (463,417)	42%	58%
Storm Water	\$ 69,000	\$35,648	\$ 33,352	\$ 41,450	\$ (5,802)	52%	48%
Impact	\$ 937,000	\$415,765	\$ 521,235	\$ -	\$ 415,765	44%	56%
<b>TOTAL:</b>	<b>\$ 15,478,741</b>	<b>\$ 7,597,709</b>	<b>\$ 7,881,032</b>	<b>\$ 5,885,845</b>	<b>\$ 1,711,864</b>	<b>49%</b>	<b>51%</b>
Expense	Budget	Actual	Amt. Remaining	Revenue to Date	Rev. Minus Expense	% Spent	% Remaining
General	\$ 3,888,744	\$ 1,746,854	\$ 2,141,890	\$ 2,183,362	\$ 436,507	45%	55%
Transportation	\$ 3,564,937	\$ 897,342	\$ 2,667,595	\$ 1,593,930	\$ 696,588	25%	75%
Library	\$ 288,062	\$ 103,125	\$ 184,937	\$ 136,606	\$ 33,481	36%	64%
Solid Waste	\$ 639,924	\$ 258,290	\$ 381,634	\$ 353,237	\$ 94,948	40%	60%
Water	\$ 1,681,181	\$ 505,590	\$ 1,175,591	\$ 1,009,384	\$ 503,794	30%	70%
Waste Water	\$ 4,409,893	\$ 2,333,195	\$ 2,076,698	\$ 1,869,778	\$ (463,417)	53%	47%
Storm Water	\$ 69,000	\$ 41,450	\$ 27,550	\$ 35,648	\$ (5,802)	60%	40%
Impact	\$ 937,000	\$ -	\$ 937,000	\$ 415,765	\$ 415,765	0%	100%
<b>TOTAL:</b>	<b>\$ 15,478,741</b>	<b>\$ 5,885,845</b>	<b>\$ 9,592,896</b>	<b>\$ 7,597,709</b>	<b>\$ 1,711,864</b>	<b>38%</b>	<b>62%</b>

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



# **EXHIBIT “B”**

# Quotation

**Quote Number: 100755804v1**

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

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

Quote Date: 03/23/22

Quote Expiration: 04/22/22

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

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

Customer Account Number : 098283

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

## PRICING QUOTATION

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

## TERMS OF SALE

**FCA:** Hach's facility

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

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at [www.hach.com/terms](http://www.hach.com/terms). Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of the Hach TCS are not part of the Contract.

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

ORDER TERMS:

Terms are Subject to Credit Review

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

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

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

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

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

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

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

Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

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

Standard lead time is 30 days.

This Quote is good for a one time purchase

Sales Contact:

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

Prepared By:

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



## HACH COMPANY

### Headquarters

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

### Purchase Orders

PO Box 608  
Loveland, CO 80539-0608

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

### U.S.A.

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

### Export

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

### Remittance


2207 Collections Center Drive  
Chicago, IL 60693

### Wire Transfers

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

Quotation Addendum

## ADVANTAGES OF WORKING WITH HACH

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

## ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING

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

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

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

Due to variations in component characteristics, regulatory transportation requirements and/or associated shipping and handling costs, individual kit components may or may not be packaged together in a single carton at time of final packaging and shipping.

## SALES TAX

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

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

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

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

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

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

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

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

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

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

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

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

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

## TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

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

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

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

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

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

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

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

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

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

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



## TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

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

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

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

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

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

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

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

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

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

☐ CLAROS SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

\* \* \*

# **EXHIBIT “C”**

## ORDINANCE NO. 662

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

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

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

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

Specific Speed Limits:

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

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

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

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

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

**PASSED BY THE COUNCIL OF THE CITY OF MIDDLETON, IDAHO,** this 20<sup>th</sup> day of April, 2022.

**APPROVED BY THE MAYOR OF THE CITY OF MIDDLETON, IDAHO,** this 20<sup>th</sup> day of April, 2022.

ATTEST:

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Steve Rule, Mayor

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City Clerk (or Deputy)

# **EXHIBIT “D”**

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

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

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

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

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

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

Mayor Steve Rule

ATTEST: Becky Crofts, City Clerk

**STATEMENT OF LEGAL ADVISOR**

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

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

Douglas Waterman, Attorney for City of Middleton



# **EXHIBIT “E”**

## **Middleton Planning & Zoning Commission**

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



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

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

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

#### **B. Conclusions of Law:**

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

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

**C. Decision and Recommendation:**

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

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

WRITTEN RECOMMENDATION APPROVED ON: April 11, 2022.

  
\_\_\_\_\_  
Ray Waltemate, Chairman  
Planning and Zoning Commission

Attest:

  
\_\_\_\_\_  
Jennica Reynolds  
Planning and Zoning Department

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

Exhibit “1”

Stonehaven Annexation

Staff Report

P&Z Hearing

3-14-2022



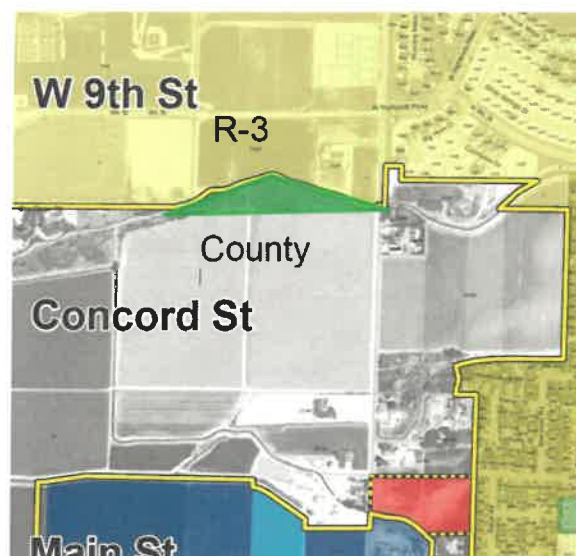
## STAFF REVIEW AND REPORT Middleton Planning and Zoning Commission

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### Stonehaven Annexation and Zone Change



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



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

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

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

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

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

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

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



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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit “A”

FCO December 2020



## CITY OF MIDDLETON City Council

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### Stonehaven Amended Preliminary Plat

October 20, 2020 Application

November 9, 2020 P&Z Approval

November 18, 2020 CC Approval

December 2, 2020 CC FCO's

### Findings of Fact, Conclusions of Law, and Decision

---

### SUMMARY OF THE REQUEST

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

### FINDINGS OF FACT

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



## CITY OF MIDDLETON City Council

### CONCLUSIONS OF LAW

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

### DECISION

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

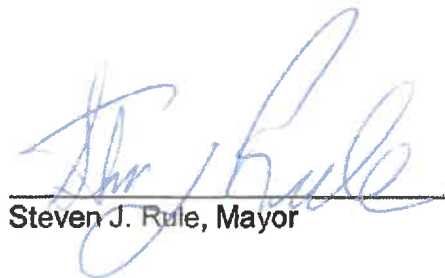
1. City of Middleton municipal domestic water, fire flow and sanitary sewer services are extended to serve the subdivision.
2. Comply with MCC 5-4-10-10, open space requirement: Lot 3, Block 4, Phase 4 with an amenity as defined in MCC 1-3-1, together with Lot 30, Block 8, Phase 6 which must be annexed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

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

### NOTICE

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

Signed: December 2, 2020.

  
Steven J. Rule, Mayor

Attest:

  
Bruce Bayne,  
Planning and Zoning Official



# Exhibit “B”

## Comments from Planning Staff

## Jennica Reynolds

---

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

Team,

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

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

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

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

Thanks,

*Jennica Reynolds*

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

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

Jennica and all,

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

Kind regards – enjoy Friday,

**Jay Walker**, Principal

AllTerra Consulting | [www.allterraconsulting.com](http://www.allterraconsulting.com)  
849 E. State Str., Ste 104  
Eagle, Idaho 83616  
Cell 208.484.4479  
[jwalker@allterraconsulting.com](mailto:jwalker@allterraconsulting.com)



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

As of July 1, 2021, announces...

## Jay Walker

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

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

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

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

Gentlemen,

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

Thank You,

*Jennica Reynolds*

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

Exhibit “C”

Comments from  
Surrounding  
Landowners

---

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

---

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

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

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

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

Sincerely,

Elizabeth Beach  
567 Mountain St  
Middleton, ID 83644

Sent from my iPhone

# Exhibit “D”

## Comments from Agencies

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

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

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

Fax (all offices)  
(208) 629-7559



# SAWTOOTH LAW OFFICES, PLLC

March 7, 2022



**David P. Claiborne**

**S. Bryce Farris**

**Evan T. Roth**

**Daniel V. Steenson**

**Andrew J. Waldera**

**Brian A. Faria**

**Patxi Larrocea-Phillips**

**John A. Richards**

**Matthew A. Sturzen**

**Katie L. Vandenberg-Van Vliet**

**James R. Bennetts (retired)**

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

Re: Stonehaven Subdivision - Annexation/Zone Change

Dear Ms. Reynolds:

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

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

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

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

Please contact me if you have any questions.

Yours very truly,

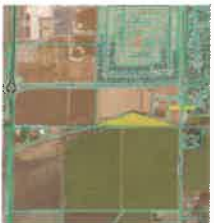
S. Bryce Farris

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


# **EXHIBIT “F”**



DESCRIPTION	DETAILS
Acresage	3.86 acres
Current Zoning	Canyon County Ag
Proposed Zoning	R-3
Current Land Use	Residential
Proposed Land Use	Residential




## STONEHAVEN ANNEXATION & ZONE CHANGE



1


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

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



4


Applications:  
Annexation and Zone Change of 3.86 acres adjacent to the Stonehaven Subdivision. The proposed zoning is R-3.  
Property is currently located in Canyon County and zoned Agriculture.



2

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

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





5

Background information:

In December 2020, City Council approved the Stonehaven Preliminary Plat. At that time, the City agreed to accept the parcel as the open space required for the subdivision per Middleton City Code.

The FCO states as a condition of approval, the parcel "must be annexed and remain as a natural preserve, unimproved with wildlife habitat and connected by a pedestrian bridge to Durness Bay Ave" before the City will issue building permits for lots in Phase 6.


(Exhibit "A" of full staff report)

3

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

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

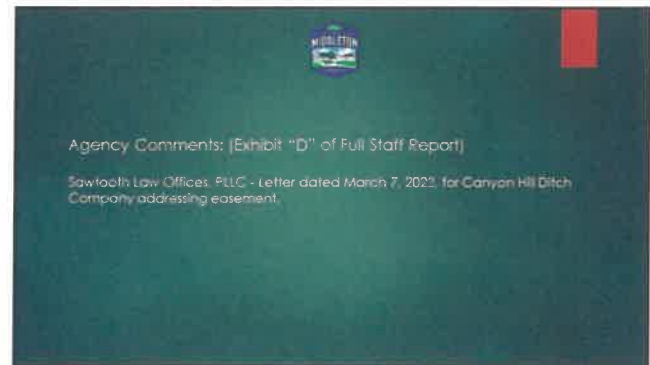


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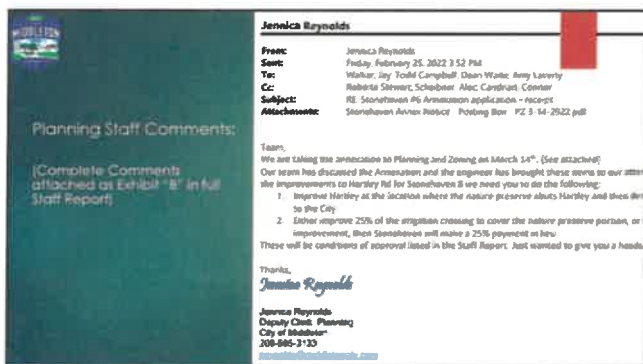




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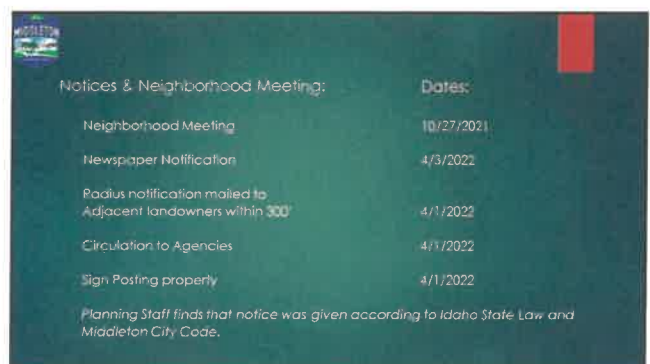
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17



15



18




**Applicable Codes and Standards:**

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




19



**Findings of Facts:**

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

22




**Planning and Zoning Commission Recommendation:**

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

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

20




**As to Conclusions of Law:**

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

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

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

23



**Conclusions and Recommended Conditions of Approval:**


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

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

21

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

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



24



25

# **EXHIBIT “G”**

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

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

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

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

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

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

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

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

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

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

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

**PASSED BY THE COUNCIL OF THE CITY OF MIDDLETON, IDAHO**, this 20<sup>th</sup> day of April, 2022.

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

Attest:

---

Steven J. Rule  
Mayor, City of Middleton

---

Becky Crofts  
City Clerk



**EXHIBIT A**

**Legal Description of Annexed Property**



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

### NATURE PRESERVE BOUNDARY DESCRIPTION

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

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

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

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

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

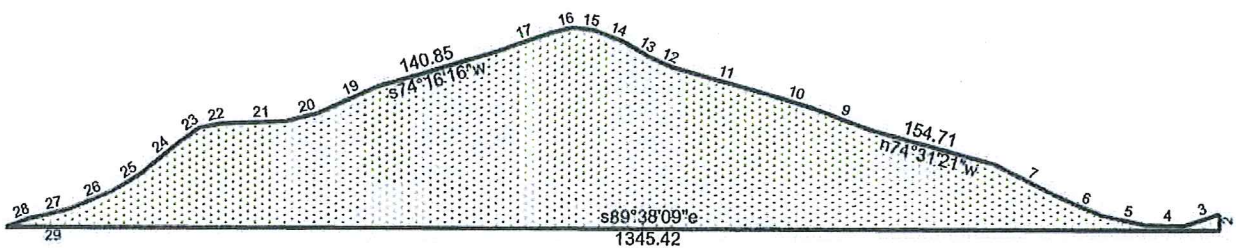
- 16) South 74°16'16" West, 140.85 feet to a point;
- 17) South 66°05'26" West, 77.84 feet to a point;
- 18) South 76°27'58" West, 38.47 feet to a point;
- 19) South 88°29'55" West, 74.93 feet to a point;
- 20) South 79°00'49" West, 27.73 feet to a point;
- 21) South 55°16'58" West, 29.46 feet to a point;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

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

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

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





## 4521 Preserve Closure

10/7/2021

Scale: 1 inch= 217 feet

File:

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

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

# **EXHIBIT “H”**

*Hughes Engineering, P.C.*

## **WORK ORDER AGREEMENT**

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

**PROJECT:** Small Structures Inspection Services (FY2022)

**PROJECT NO.:** 101321MIDDLETON

### **SCOPE OF WORK:**

#### **INTRODUCTION:**

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

#### **TASK 1 – INITIAL BRIDGE/CULVERT INSPECTION:**

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

See attachment with list of structures for initial inspection.

#### **TASK 2 – INTERVAL BRIDGE/CULVERT INSPECTION:**

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

See attachment with list of structures for interval inspection.

#### **DELIVERABLES:**

The following will be provided to the city:

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

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

**FEE:**

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

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

**Not to Exceed Total                      \$8,955**

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

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

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

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

**Consultant:**  
**HUGHES ENGINEERING, P.C.**

**Client:**  
**CITY OF MIDDLETON**

By: David J. Hughes

By: \_\_\_\_\_.

Title: President 

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

Date: 4/13/2022

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