
**MIDDLETON CITY COUNCIL
MAY 18, 2022**

The Middleton City Council meeting on May 18, 2022, was called-to-order at 5:31 p.m. by Mayor Steven Rule.

Roll Call: Council President Kiser, Council Members Huggins, Murray and O'Meara were present. City Attorney Taylor Yett, City Administrator Becky Crofts, Deputy Clerk Dawn Goodwin, and Public Works Director Janson VanGilder were present.

Pledge of Allegiance, Invocation: Cash Palmer

Action Items

A. Approve Amended Agenda

Motion: Motion by Council President Kiser to approve the amended agenda as posted May 17, 2022, at 3:30 p.m. Motion seconded by Council Member O'Meara and approved unanimously.

Action Items:

1. Consent Agenda (items of routine administrative business) (**Action Items**)
 - a. Consider approving minutes for City Council May 4, 2022, regular meeting.
 - b. Consider ratifying payroll for May 6, 2022, in the amount of \$95,704.71.
 - c. Consider approving accounts payable thru May 13, 2022, in the amount of \$337,569.28.

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.

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

2. Consider a request by Black Acres Developers to waive or partially waive City Engineering fees in the amount of \$13,607.50 – Steve Black (**Exhibit A**)

Mayor Rule called the agenda item, Steve Black with Black Acres Subdivision entered into the record "**Exhibit B**" an Infrastructure Construction and Annexation Agreement and "**Exhibit C**", an email from City Administrator Becky Crofts dated May 4, 2022. Mr. Black and Guy Jones, both explained that the development was requesting reimbursement on the fees paid to the city in the amount of \$13,607.50 as they felt per Section Two, The Project, of the Infrastructure Construction and Annexation Agreement, the fees paid were a double dip between the City and Canyon County. They felt that the agreement only entitled the city to payment for off-site review and that the charges requested were all for on-site reviews which have already been paid at the county level.

After Mr. Jones and Mr. Black's testimony, Mayor Rule and City Administrator Becky Crofts gave the council a brief background on the project regarding the responsibility of the city. City Engineer Amy Woodruff explained that the charges were from the review of the on-site lift station to which the county cannot sign off on for the city. A brief council discussion followed.

Motion: Motion by Council President Kiser to deny a request by Black Acres Developers to waive or partially waive City Engineering fees in the amount of \$13,607.50. Motion was seconded by Council member O'Meara and carried unanimously by roll call vote.

3. Consider approving annual (June 1, 2022-May 31, 2023) City Beer and Wine Licenses for: **(Exhibit D)**
- A.) Jackson's Food Stores Inc #22 (7 E Main St)
 - B.) Jackson's Food Stores Inc #177 (802 Main St)
 - C.) The Vault 21 Club (21 N Dewey Ave)
 - D.) Tsai's Kitchen (7 S. Hawthorne Ave)
 - E.) Garbanzo's Pizza, Inc, (250 E Main St.)
 - F.) Ridley's Family Market (230 E Main St.)
 - G.) Casa Mexico (517 S Middleton Rd.) – Becky Crofts

Mayor Rule called the agenda item and City Administrator Becky Crofts explained that this agenda item was the yearly renewal for the sale off beer and wine in the city. All applications had been received except for the Chaparral Tavern as the current owner was closing the doors at their current address.

Motion: Motion by Council President Kiser approve the annual (June 1, 2022-May 31, 2023) City Beer and Wine Licenses for: Jackson's Food Stores #22, Jackson's Food Stores #177, The Vault 21 Club, Tsai's Kitchen, Garbanzo's Pizza, Ridley's Family Market, and Casa Mexico. Motion seconded by Council Member Huggins and approved unanimously.

4. Consider adding Stack Rock Group to the City's on-call services roster. – Jason VanGilder

Mayor Rule called the item and Public Works Director Jason VanGilder explained that the request was taking into consideration that the Stack Rock Group specialized in recreation, parks, and trail planning.

Motion: Motion by Council President Kiser to approve adding Stack Rock Group to the City's on-call services roster. Motion was seconded by Council Member O'Meara and approved unanimously.

5. Consider approving Change Order No. 4 from LaRiviere for the installation of three 30' 42" diameter steel casings. – Jason VanGilder and Kirby Cook (Civil Dynamics) **(Exhibit E)**

Mayor Rule called the item and Public Works Director Jason VanGilder, and Kirby Cook with Civil Dynamics gave a brief run down on the background that caused the need for the change order to be brought before the council.

Motion: Motion by Council President Kiser to approve Change Order No. 4 from LaRiviere in an amount not to exceed \$166,185.48. Motion was seconded by Council Member Huggins and carried unanimously.

6. Consider approving a Licensing Agreement between the City of Middleton and Canyon County Water Company regarding the Town Ditch, Jimmy's Lateral and Town Ditch Lateral. – Becky Crofts **(Exhibit F)**

Mayor Rule called the item and City Engineer Amy Woodruff explained that the agreement before the council went hand in hand with Change Order No. 4. The agreement was to allow the city to cross the Town Ditch, Jimmy's Lateral and the Town Ditch Lateral, preventing a

major setback from occurring with the timeline if the Hartley Sewer line project.

Motion: Motion by Council President Kiser to approve a lease agreement between the City of Middleton and Canyon County Water Company regarding the Town Ditch, Jimmy's Lateral and Town Ditch Lateral in an amount not to exceed \$650.00. Motion seconded by Council Member O'Meara and approved unanimously by roll call vote.

7. Consider approving Additional Services Authorization #1 from T-O Engineers for Boise Street Reconstruction Design Additional Survey and Right of Way in an amount not to exceed \$17,570.00. – Jason VanGilder (**Exhibit G**)

Mayor Rule called the agenda item and Public Works Director Janson VanGilder gave a brief background on the design of the project while presenting "**Exhibit G**".

Motion: Motion by Council President Kiser to approve Additional Services Authorization #1 from T-O Engineers for Boise Street Reconstruction Design Additional Survey and Right of Way in an amount not to exceed \$17,570.00. Motion seconded by Council Member O'Meara and approved unanimously.

Public Comment:

- Mike Graffe – 1889 Ridge Way, Middleton, ID – Mr. Graffe wanted to get clarification on liquor by the drink and what the status was for getting it placed on the ballot for the residents to vote on. He went on to applaud the Mid/Star, Caldwell, and Meridian fire departments for their quick response to the recent housefire in the Estates subdivision. Mr. Graffe wanted to point out regarding the fire that had this happened in a denser subdivision the tragedy would have been far worse for more residents than just the one. Mr. Graffe also asked the council for an update on the light at the intersection of Hartley and HWY 44.
 - Mayor Rule explained that the liquor by the glass can only be added onto a ballot on odd years per county election code meaning that it could be placed on the November 2023.
 - City Administrator Becky Crofts explained that the light at the Hartley and HWY 44 intersection cannot be placed for bid until the city acquires two (2) more parcels of land for the right of way which the city is actively working on acquiring. The hope is that the project can be completed by the fall of 2022 if all goes well.
- Tom Laney – 85 Campbell, Middleton, ID – Mr. Laney wanted the city to be aware that the sidewalks on S. Campbell are in dire disrepair and that he had collected ten (10) signatures from homeowners along the street that are in agreeance that the city needs to repair the sidewalks.
 - Mayor Rule stated that city staff had been looking at the sidewalks earlier in the day based on the complaint form received at the city the day prior. Mayor stated that he hoped that there would be a repair in the next month.
- Jim Gray – 23557 Duff Lane, Middleton, ID – Mr. Gray wanted more awareness brought to the right turn out of Duff Lane onto HWY 44. Mr. Gray stated that the traffic was already dangerous and will only be getting worse in the area with the development that is taking place. He stated that something needs to be done sooner rather than later.

Mayor Rule called for a break at 6:46 p.m. and resumed the meeting at 6:52 p.m.

Information Item:

1. Budget Workshop: Revenue/Fees/Staff – Wendy Miles **(Exhibit H)**

Mayor Rule called the agenda item and City Treasure Wendy Miles, and City Administrator presented a workshop to council about Capital Projects for the upcoming Fiscal Year 2023 budget.

Mayor and Council Comments

- City Administrator Becky Crofts – Mrs. Crofts gave an update on the presentation that she and Mayor Rule presented regarding the commercial opportunities in Middleton
- Mayor Rule gave City Administrator Becky Crofts and City Treasure Wendy Miles acknowledgment for how hard they worked on this portion of the budget for the workshop presented to the council.
- Council Member O'Meara recognized the wonderful job that Mrs. Crofts did representing the city IPP discussion at the last chamber luncheon. Council Member O'Meara went on to update staff and council on the improvements on Hillside stating that the project is moving on quite well.

Adjourn: Mayor adjourned the city council meeting at 8:25 PM.

ATTEST:



Dawn Goodwin, Deputy Clerk
Minutes Approved: June 1, 2022


Steven J. Rule, Mayor

EXHIBIT “A”

9:39 AM

05/04/22

Accrual Basis

Civil Dynamics, PC

Find Report

All Transactions

Type	Date	Num	Name	Memo	Account	Class	Clr	Split	Balance
Invoice	05/03/2022	2022...	City of Middleton:...		120 - Accounts R...			-SPLIT-	1,582.50
Invoice	04/05/2022	2022...	City of Middleton:...		120 - Accounts R...			-SPLIT-	2,162.50
Invoice	03/02/2022	2022...	City of Middleton:...		120 - Accounts R...			-SPLIT-	2,742.50
Invoice	09/01/2021	2021...	City of Middleton:...		120 - Accounts R...			-SPLIT-	3,612.50
Invoice	08/02/2021	2021...	City of Middleton:...		120 - Accounts R...			400 - Servic...	3,902.50
Invoice	07/06/2021	2021...	City of Middleton:...		120 - Accounts R...			-SPLIT-	4,772.50
Invoice	06/01/2021	2021...	City of Middleton:...		120 - Accounts R...			-SPLIT-	6,962.50
Invoice	05/04/2021	2021...	City of Middleton:...		120 - Accounts R...			-SPLIT-	7,267.50
Invoice	04/08/2021	2021...	City of Middleton:...		120 - Accounts R...			-SPLIT-	9,475.00
Invoice	03/02/2021	2021...	City of Middleton:...		120 - Accounts R...			-SPLIT-	9,955.00
Invoice	01/04/2021	2020...	City of Middleton:...		120 - Accounts R...			-SPLIT-	11,210.00
Invoice	12/02/2020	2020...	City of Middleton:...		120 - Accounts R...			400 - Servic...	11,370.00
Invoice	11/02/2020	2020...	City of Middleton:...		120 - Accounts R...			400 - Servic...	11,775.00
Invoice	10/07/2020	2020...	City of Middleton:...		120 - Accounts R...			-SPLIT-	12,727.50
Invoice	09/02/2020	2020...	City of Middleton:...		120 - Accounts R...			400 - Servic...	12,967.50
Invoice	08/03/2020	2020...	City of Middleton:...		120 - Accounts R...			400 - Servic...	13,607.50
Total									13,607.50

City of Middleton
 PO Box 487
 1103 W MAIN ST
 Middleton ID 83644
 208-585-3133

Receipt No: 2.006987
 May 10, 2022

STEVE BLACK

Previous Balance: .00
 GENERAL FUND
 ANNEXING, PLANNING &
 ZONING-- CIVI DYNAMICS
 ENGINEERING - BB
 01-341-002
 ANNEXING, PLANNING & ZONING

Total: 13,607.50

SunWest
 Check No: 090407720
 Total Applied: 13,607.50

Change Tendered: .00

Duplicate Copy
 05/10/2022 3:51 PM

Civil Dynamics, PC

5605 S 10th Ave
Caldwell, ID 83607

Invoice

Date	Invoice #
5/3/2022	2022-176

Bill To
City of Middleton PO Box 487 Middleton, ID 83644

Terms

Quantity	Description	Date	Amount
3	City Engineer - 1 completion packet review	4/5/2022	480.00
1	City Engineer - 1 completion packet review	4/14/2022	160.00
3	City Engineer Services met on-site for final inspection and punch list; prepare and submit punch list memo	4/21/2022	435.00
2	City Engineer Services walk through	4/21/2022	290.00
1.5	City Engineer Services punch list completion verification	4/29/2022	217.50
Back Acre Subdivision		Total	\$1,582.50
Phone #	Fax #	E-mail	Payments/Credits \$0.00
208.453.2028		amy@civildynamics.net	Balance Due \$1,582.50

Civil Dynamics, PC

5605 S 10th Ave
Caldwell, ID 83607

Invoice

Date	Invoice #
3/2/2022	2022-087

Bill To
City of Middleton PO Box 487 Middleton, ID 83644

Terms

Quantity	Description	Date	Amount
2	City Engineer Services met with City staff at Black Acres lift station to discuss outstanding items	2/1/2022	290.00
2	City Engineer Services update team on lift station outstanding items	2/2/2022	290.00
Black Acres		Total	\$580.00
Phone #	Fax #	E-mail	Payments/Credits -\$580.00
208.453.2028		amy@civildynamics.net	Balance Due \$0.00

Civil Dynamics, PC

5605 S 10th Ave
Caldwell, ID 83607

Invoice

Date	Invoice #
4/5/2022	2022-133

Bill To

City of Middleton
PO Box 487
Middleton, ID 83644

Terms

Quantity	Description	Date	Amount
3	City Engineer Services	3/22/2022	435.00
	prepare for and attend walkthrough and startup; send punchlist out		
1	City Engineer Services	3/23/2022	145.00
	prepare for and attend walkthrough and startup; send punchlist out		
Black Acres		Total	\$580.00
Phone #	Fax #	E-mail	Payments/Credits - \$580.00
208.453.2028		amy@civildynamics.net	Balance Due \$0.00

Civil Dynamics, PC

5605 S 10th Ave
Caldwell, ID 83607

Invoice

Date	Invoice #
9/1/2021	2021-293

Bill To
City of Middleton PO Box 487 Middleton, ID 83644

Terms

Quantity	Description	Date	Amount
2	City Engineer Services coordinate with Contractor, Engineer and City staff regarding lift station light pole location	8/17/2021	290.00
2	City Engineer Services coordinate with City staff and Developer's engineer regarding fence location	8/20/2021	290.00
1	City Engineer Services lift station coord.	8/23/2021	145.00
1	City Engineer Services coordinate with Contractor, City staff and Developer regarding fencing lead time and options	8/30/2021	145.00
Black Acres		Total	\$870.00
Phone #	Fax #	E-mail	Payments/Credits - \$870.00
208.453.2028		amy@civildynamics.net	Balance Due \$0.00

Civil Dynamics, PC

5605 S 10th Ave
Caldwell, ID 83607

Invoice

Date	Invoice #
8/2/2021	2021-249

Bill To
City of Middleton PO Box 487 Middleton, ID 83644

Terms

Quantity	Description	Date	Amount
2	City Engineer Services submittal review	7/12/2021	290.00
Black Acres		Total	\$290.00
Phone #	Fax #	E-mail	Payments/Credits -\$290.00
208.453.2028		amy@civildynamics.net	Balance Due \$0.00

Civil Dynamics, PC

5605 S 10th Ave
Caldwell, ID 83607

Invoice

Date	Invoice #
7/6/2021	2021-214

Bill To

City of Middleton
PO Box 487
Middleton, ID 83644

Terms

Quantity	Description	Date	Amount
2	City Engineer Services submittal coord.	6/1/2021	290.00
2	City Engineer Services submittal sent back; coord. on resubmittals	6/18/2021	290.00
2	City Engineer Services submittal re-review of rejected submittals; developer engineer coord.	6/30/2021	290.00
Black Acres		Total	\$870.00
Phone #	Fax #	E-mail	Payments/Credits
208.453.2028		amy@civildynamics.net	- \$870.00
			Balance Due
			\$0.00

Civil Dynamics, PC

5605 S 10th Ave
Caldwell, ID 83607

Invoice

Date	Invoice #
6/1/2021	2021-175

Bill To
City of Middleton PO Box 487 Middleton, ID 83644

			Terms
Quantity	Description	Date	Amount
2	City Engineer Services	5/12/2021	290.00
	submittals and meeting		
1	City Engineer - 1	5/13/2021	160.00
	Black Acres lift station review/conf call		
4	City Engineer Services	5/13/2021	580.00
	submittals and meeting		
2	City Engineer Services	5/20/2021	290.00
	lift station submittals		
3	City Engineer Services	5/21/2021	435.00
	lift station submittals		
1.5	City Engineer Services	5/26/2021	217.50
	submittal coord.; review returned submittals		
1.5	City Engineer Services	5/27/2021	217.50
	submittal coord.; review returned submittals		
Black Acres		Total	\$2,190.00
Phone #	Fax #	E-mail	Payments/Credits -\$2,190.00
208.453.2028		amy@civildynamics.net	Balance Due \$0.00

Civil Dynamics, PC

5605 S 10th Ave
Caldwell, ID 83607

Invoice

Date	Invoice #
5/4/2021	2021-140

Bill To
City of Middleton PO Box 487 Middleton, ID 83644

			Terms
Quantity	Description	Date	Amount
1	City Engineer - 1	4/2/2021	160.00
1	project coord./e-mail/tele conf		
	City Engineer Services	4/12/2021	145.00
	lift station pre-con meeting		
Black Acres		Total	\$305.00
Phone #	Fax #	E-mail	Payments/Credits
208.453.2028		amy@civildynamics.net	-\$305.00
			Balance Due
			\$0.00

Civil Dynamics, PC

5605 S 10th Ave
Caldwell, ID 83607

Invoice

Date	Invoice #
4/8/2021	2021-094

Bill To
City of Middleton PO Box 487 Middleton, ID 83644

Terms

Quantity	Description	Date	Amount
5	City Engineer - 1 plan review	3/3/2021	800.00
2	City Engineer - 1 plan review	3/5/2021	320.00
3	City Engineer - 1 QLPE	3/16/2021	480.00
0.5	City Engineer Services coordinate with City staff regarding testing and inspection	3/24/2021	67.50
2	City Engineer Services pre-construction meeting	3/26/2021	270.00
2	City Engineer Services coordinate with City staff and Rock Civil regarding force main valve	3/29/2021	270.00
Black Acres		Total	\$2,207.50
		Payments/Credits	-\$2,207.50
		Balance Due	\$0.00

Phone #	Fax #	E-mail
208.453.2028		amy@civildynamics.net

Civil Dynamics, PC

5605 S 10th Ave
Caldwell, ID 83607

Invoice

Date	Invoice #
1/4/2021	2020-449

Bill To
City of Middleton PO Box 487 Middleton, ID 83644

			Terms
Quantity	Description	Date	Amount
5	City Engineer - 1 Black Acres	12/15/2020	800.00
1	City Engineer - 1 Black Acres	12/16/2020	160.00
1	City Engineer - 1 Black Acres	12/18/2020	160.00
1	City Engineer Services review lift station plans	12/22/2020	135.00
Black Acres		Total	\$1,255.00
Phone #	Fax #	E-mail	Payments/Credits
208.453.2028		amy@civildynamics.net	-\$1,255.00
			Balance Due
			\$0.00

Civil Dynamics, PC

5605 S 10th Ave
Caldwell, ID 83607

Invoice

Date	Invoice #
3/2/2021	2021-048

Bill To
City of Middleton PO Box 487 Middleton, ID 83644

			Terms
Quantity	Description	Date	Amount
1	City Engineer - 1 Black Acres tele conf/e-mail	1/6/2021	160.00
1	City Engineer - 1 project admin/coor/e-mail	2/1/2021	160.00
1	City Engineer - 1 project admin/coor/e-mail	2/5/2021	160.00
Black Acres		Total	\$480.00
Phone #	Fax #	E-mail	Payments/Credits
208.453.2028		amy@civildynamics.net	-\$480.00
			Balance Due
			\$0.00

Civil Dynamics, PC

5605 S 10th Ave
Caldwell, ID 83607

Invoice

Date	Invoice #
12/2/2020	2020-406

Bill To
City of Middleton PO Box 487 Middleton, ID 83644

			Terms
Quantity	Description	Date	Amount
1	City Engineer - 1 status e-mail to City	11/20/2020	160.00
Black Acres		Total	\$160.00
Phone #	Fax #	E-mail	Payments/Credits
208.453.2028		amy@civildynamics.net	-\$160.00
			Balance Due
			\$0.00

Civil Dynamics, PC

5605 S 10th Ave
Caldwell, ID 83607

Invoice

Date	Invoice #
11/2/2020	2020-374

Bill To
City of Middleton PO Box 487 Middleton, ID 83644

			Terms
Quantity	Description	Date	Amount
3	City Engineer Services review lift station analysis; coordinate and approve reduced service area with project engineers	10/8/2020	405.00
Black Acres		Total	\$405.00
Phone #	Fax #	E-mail	Payments/Credits
208.453.2028		amy@civildynamics.net	-\$405.00
			Balance Due
			\$0.00

Civil Dynamics, PC

5605 S 10th Ave
Caldwell, ID 83607

Invoice

Date	Invoice #
10/7/2020	2020-328

Bill To
City of Middleton PO Box 487 Middleton, ID 83644

Terms

Quantity	Description	Date	Amount
1	City Engineer - 1 sewer contributing area	9/2/2020	160.00
1	City Engineer - 1 sewer contributing area	9/3/2020	160.00
0.5	City Engineer Services work through sewershed for Black Meadows	9/3/2020	67.50
1	City Engineer - 1 tele conf City/Rock Solid/e-mail coor	9/10/2020	160.00
3	City Engineer Services review lift station analysis; coordinate with Rock Solid Civil	9/29/2020	405.00
Black Acres		Total	\$952.50
Phone #		Payments/Credits	-\$952.50
Fax #		Balance Due	\$0.00
208.453.2028			
E-mail			
amy@civildynamics.net			

Civil Dynamics, PC

5605 S 10th Ave
Caldwell, ID 83607

Invoice

Date	Invoice #
9/2/2020	2020-279

Bill To
City of Middleton PO Box 487 Middleton, ID 83644

			Terms
Quantity	Description	Date	Amount
1.5	City Engineer - 1 meeting at City	8/26/2020	240.00
Black Acres		Total	\$240.00
Phone #	Fax #	E-mail	Payments/Credits
208.453.2028		amy@civildynamics.net	-\$240.00
			Balance Due
			\$0.00

Civil Dynamics, PC

5605 S 10th Ave
Caldwell, ID 83607

Invoice

Date	Invoice #
8/3/2020	2020-245

Bill To
City of Middleton PO Box 487 Middleton, ID 83644

			Terms
Quantity	Description	Date	Amount
4	City Engineer - 1 const plan review/e-mail City re:same	7/27/2020	640.00
Black Acres		Total	\$640.00
Phone #	Fax #	E-mail	Payments/Credits
208.453.2028		amy@civildynamics.net	-\$640.00
			Balance Due
			\$0.00

EXHIBIT “B”

INFRASTRUCTURE CONSTRUCTION AND ANNEXATION AGREEMENT

This Infrastructure Construction and Annexation Agreement (**Agreement**) is entered into and effective this 8th day of July, 2019 by and between the City of Middleton, an Idaho municipal corporation at 1103 W Main St., PO Box 487, Middleton, Idaho 83644 (City) and Black Acres Development LLC, an Idaho limited liability company at 12848 Purple Sage Road, Middleton, Idaho 83644 (**Developer**).

RECITALS

WHEREAS, the City of Middleton is a municipal corporation created pursuant to the laws of the State of Idaho and has the power to enter into contracts and to provide public utilities as provided by Idaho Code Title 50, Chapter 3;

WHEREAS, the Developer owns that certain real property, at the southwest corner of Purple Sage Road and Cemetery Road intersection, described in **Exhibit A** attached hereto and incorporated herein (**Property**), that Developer is subdividing through Canyon County Development Services Department in;

WHEREAS, the Property is situated in unincorporated Canyon County, Idaho, noncontiguous to and about one-half mile west of the City's corporate boundary in the City's area of city impact;

WHEREAS, the Developer desires and intends the Property to be annexed to the City as soon as any part of the Property is contiguous to the City's corporate limits;

WHEREAS, the Developer desires and intends to subdivide and develop the Property as residential lots of approximately two (2) per acre in size with culinary water and sanitary sewer systems and services provided by the City (**Black Acres Subdivision**);

WHEREAS, the City desires and intends to annex the Property when the Property is contiguous to the City's boundary, and to provide municipal transportation and utility services to the Property and the surrounding area; and

WHEREAS, the City and Developer have negotiated the mutually-acceptable terms and conditions to accomplish the parties' respective desires and intents.

INFRASTRUCTURE CONSTRUCTION AND ANNEXATION AGREEMENT
Page 1 of 5

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of Ten Dollars and other valuable consideration received by the parties, the sufficiency of which is hereby acknowledged, the City and Developer agree as follows.

Section One, Recitals Incorporated.

The "Recitals" above are incorporated here as if restated in full.

Section Two, The Project.

The Developer shall design, submit for City review, and construct the following infrastructure according to the City-approved plans: approximately 1,400 lineal feet of 12-inch diameter water, and pressurized sewer pipe of appropriate diameter, fittings, etc. from the Purple Sage Rd./Crossings Ave. intersection to the Property; Developer shall dedicate to Canyon Highway District No. 4 a 50-foot "Half-Width" right-of-way along Cemetery and Purple Sage roads, and is not required by the City to widen Cemetery or Purple Sage roads; construct an eight-foot wide detached asphalt pathway in the 50-foot right-of way; and dedicate right-of-way for future intersection control at the Purple Sage/Cemetery intersection (**Project**).

Section Three. Dedicate Public Systems to the Public For Future Maintenance. When construction of infrastructure is complete, as indicated by the City's delivery to the Developer of a City-signed Notice of Completion, the Developer shall dedicate the sewer and water improvements to the City and the transportation improvements to Canyon Highway District No. 4 on a signed and recorded final plat, or a separate conveyance instrument if the final plat is not signed and recorded.

Section Four, Representations, Warranties. The parties represent and warrant to each other as follows.

- A. Developer will construct Project infrastructure improvements according to approved plans based on the Idaho Standards for Public Works Construction (ISPWC) and Middleton Supplement to the ISPWC. Developer warrant the Project against defects in workmanship or mechanical components for a period of one (1) year following the City's acceptance of infrastructure improvements into the City's system, i.e., the date Back Acres Subdivision final plat is filed for record at Canyon County, Idaho.
- B. The City guarantees it has adequate capacity of existing City culinary water, sanitary sewer, city park, and transportation systems to serve all residential lots in Black Acres Subdivision.
- C. The Developer owns the Property and, when all or any portion of it becomes contiguous to City limits, the Developer will apply to annex the Property to the City of Middleton.

- D. The Developer and City will enter into an agreement wherein the City will collect late-comer fees according to the formula in Middleton City Code 1-17-1 from developers who utilize the Project but do not financially participate in its construction and distribute those late-comer fees to the Developer as reimbursement for some of Developer's off-site infrastructure construction costs.
- E. Time is of the essence for party-performance of each obligation in this Agreement, and the City and Developer agree to cooperate with each other implementing the provisions of this Agreement.
- F. Annexation.

1. The Developer agrees not to annex into any city other than the City of Middleton. Within 30 calendar days of the Property becoming contiguous with the City's corporate limits, the Developer shall file with the City an application to annex the entire Property, others will need to sign the application if they own a portion of the Property, i.e., lots in Black Acres Subdivision. The City has, by entering into this Agreement, manifest its intent to annex the Property according to the terms and conditions of this Agreement.

2. Upon accepting the Developer's annexation application, the City shall promptly process the application and adopt an annexation and zoning ordinance(s) that preserves residential zoning and land use, and the Developer's development rights, including development plans previously approved by Canyon County, Idaho.

3. This Agreement and Developer's construction of municipal infrastructure, as well as connection to the City's municipal sewer and water systems, is deemed consent to annex to the City as described in Idaho Code Section 50-222.

- G. The City represents that the mayor is authorized to sign this Agreement pursuant to 50-607 and the Council is authorized to approve the Agreement. The Developer represents that meetings and votes required by its organization have occurred and the signor below is authorized to sign for the Developer.

Section Five, Binding Effect. This Agreement is binding upon and benefits the parties and their respective successors and assigns and burdens the Property for the Project.

Section Six, Notices. Unless otherwise notified in writing, all notices, requests and demands shall be in writing personally delivered to or mailed by United States certified mail, postage prepaid and return receipt requested, as to:

For the City: City of Middleton
 1103 W. Main Street
 P.O. Box 487
 Middleton ID 83644

For the Developer: Black Acres Development LLC
12848 Purple Sage Road
Middleton ID 83644

Section Seven, No Third-party Beneficiaries. This Agreement involves only the contracting parties that signed it and shall not be construed to create any rights in any person who is not a signing party. No person or entity may claim the status of a third-party beneficiary of this Agreement.

Section Eight, Waiver. Waiver of required performance on one or more occasions by one or more of the parties shall not constitute a course of dealing to be relied, or a waiver or relinquishment of a party's right to subsequently enforce the obligation, but the obligation shall continue in full force and effect.

Section Nine, Headings. All headings in this Agreement are for organization and not substantive so shall not be used to interpret the Agreement's content.

Section Ten, Recording. A copy of this Agreement and any amendment to this Agreement shall be recorded in the Recorder's office for Canyon County, Idaho.

Section Eleven, Entire Agreement and Amendments in Writing. This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between Developer and the City relative to the subject matter of this Agreement, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than those that are set out in this Agreement. All amendments to or termination of this Agreement must be in writing signed by the parties and filed at the Recorder's Office, Canyon County, Idaho.

Section Twelve, Curing Default. The parties to this Agreement reserve a right to cure any default under this Agreement within 30 calendar days from the date of written notice of the default.

Section Thirteen, Severability. If any provision of this Agreement is held invalid by a court of a competent jurisdiction, the provision shall be deemed to be excised from this Agreement and the other provisions remain valid.

BLACK ACRES DEVELOPMENT, LLC


STEVE D. BLACK


VERA L. BLACK

THE CITY OF MIDDLETON

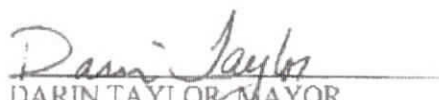

DARIN TAYLOR, MAYOR

EXHIBIT “C”

Fwd: Black Acres Request for Reimbursement - City Engineer

Guy Jones <guyjones@alliancebuildingllc.com>

Wed, May 4, 2022 at 10:47 AM

To: Steve Black <sdblack24@gmail.com>

Please see attached from Becky Crofts.

Best,
Guy S Jones

Begin forwarded message:

From: Becky Crofts <bcrofts@middletoncity.com>**Date:** May 4, 2022 at 10:20:44 AM MDT**To:** Guy Jones <guyjones@alliancebuildingllc.com>**Cc:** Roberta Stewart <rstewart@middletoncity.com>, Jason VanGilder <jvangilder@middletoncity.com>, Steve Rule <srule@middletoncity.com>**Subject:** Black Acres Request for Reimbursement - City Engineer

Hi Guy

Attached please find the summary of invoices for city engineering expenses incurred by the city for the Black Acres subdivision. The city requests reimbursement in the amount of \$13,607.50 before the completion packet can be signed.

If you have any questions, please contact me at 208-585-3888 cell phone.

Thanks Becky

 **Black Acres Summary.pdf**
277K

EXHIBIT “D”

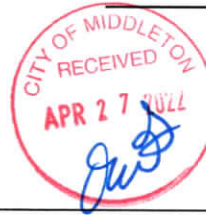


CITY OF MIDDLETON

PO Box 487, 1103 W. MAIN ST.,
MIDDLETON, ID 83644
208-585-3133
WWW.MIDDLETONIDAHO.US

ADMINISTRATION

BEER WINE
APPLICATION/LICENSE
REV 2/2022



YEAR June 1, 2022 – May 31, 2023

- ☐ New License
☒ Renewal

SALE FOR ON-PREMISE CONSUMPTION

- () BEER (\$200.00)
() WINE (\$200.00)

SALE FOR OFF-PREMISE CONSUMPTION

- (✓) BEER (\$50.00)
(✓) WINE (\$200.00)

OFFICE USE ONLY:

RECEIPT
1.242077
\$ 250.00

LICENSE

Applicant Name: Jacksons Food Stores, Inc
Business Name: Jacksons #22
Business Address (Street/P O.Box/City/Zip): 7 E Main St
Mailing Address (Street/P.O.Box/City/Zip): 3450 E Commercial Ct
Meridian, ID 83642
Business phone: 208-585-2199 Other Phone: _____
Email address: cindy.burnett@jacksons.com

- Attach copy of application for State license, including a copy of site and floor plans submitted with state application.
- Attach a copy of your State and County Alcohol Beverage Licenses before a City license will be issued.

Date 3.4.22

Applicant Signature [Signature]
Print Name Cory Jackson

LICENSE

Application Approved by City Council on (date): _____
Application Denied: _____
License is hereby issued this ____ day of _____, 20____.

City Clerk _____

Notes: _____

Idaho State Police

Cycle Tracking Number: 133082

Premises Number: 2C-182

Retail Alcohol Beverage License

License Year: 2023

License Number: 1610

This is to certify, that Jackson's Food Stores Inc

doing business as: Jacksons Food Stores #22

is licensed to sell alcoholic beverages as stated below at:

7 E Main, Middleton, Canyon County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.


County and city licenses are also required in order to operate.

Liquor	No
Beer	Yes <u>\$50.00</u>
Wine by the bottle	Yes <u>\$100.00</u>
Wine by the glass	No
Kegs to go	No
Growlers	No
Restaurant	No
On-premises consumption	No
Multipurpose arena	No
Plaza	No

TOTAL FEE: \$150.00



Director of Idaho State Police


Signature of Licensee, Corporate Officer, LLC Member or Partner

JACKSON'S FOOD STORES INC
JACKSONS FOOD STORES #22
3450 COMMERCIAL CT

MERIDIAN, ID 83642

Mailing Address

License Valid: 06/01/2022 - 05/31/2023

Expires: 05/31/2023



202264

(THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED)



CITY OF MIDDLETON

PO Box 487, 1103 W. MAIN ST.,
MIDDLETON, ID 83644
208-585-3133
WWW.MIDDLETONIDAHO.US

ADMINISTRATION

BEER WINE
APPLICATION/LICENSE
REV 2/2022



YEAR June 1, 2022 – May 31, 2023

- ☐ New License
☒ Renewal

SALE FOR ON-PREMISE CONSUMPTION

- () BEER (\$200.00)
() WINE (\$200.00)

SALE FOR OFF-PREMISE CONSUMPTION

- (✓) BEER (\$50.00)
(✓) WINE (\$200.00)

OFFICE USE ONLY:

RECEIPT
1.242077
\$ 250.00

LICENSE

Applicant Name: Jacksons Food Stores, Inc

Business Name: Extra Mile #177

Business Address (Street/P.O.Box/City/Zip): 802 Main St

Mailing Address (Street/P.O.Box/City/Zip): 3450 E Commercial Ct
Meridian, ID 83642

Business phone: 208-585-3761 Other Phone: _____

Email address: cindy.burnett@jacksons.com

- Attach copy of application for State license, including a copy of site and floor plans submitted with state application.
- Attach a copy of your State and County Alcohol Beverage Licenses before a City license will be issued.

Date 3-4-22

Applicant Signature [Signature]

Print Name Cory Jackson

LICENSE

Application Approved by City Council on (date): _____

Application Denied: _____

License is hereby issued this ____ day of _____, 20__.

City Clerk _____

Notes: _____

Idaho State Police

Cycle Tracking Number: 133094

Premises Number: 2C-94

Retail Alcohol Beverage License

License Year: 2023

License Number: 1899

This is to certify, that Jacksons Food Stores Inc
doing business as: Extra Mile #177

is licensed to sell alcoholic beverages as stated below at:
802 E Main St, Middleton, Canyon County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.

County and city licenses are also required in order to operate.

Liquor	No
Beer	Yes <u>\$50.00</u>
Wine by the bottle	Yes <u>\$100.00</u>
Wine by the glass	No
Kegs to go	No
Growlers	No
Restaurant	No
On-premises consumption	No
Multipurpose arena	No
Plaza	No

TOTAL FEE: \$150.00



Director of Idaho State Police


Signature of Licensee, Corporate Officer, LLC Member or Partner

JACKSONS FOOD STORES INC
EXTRA MILE #177
3450 E COMMERCIAL CT

MERIDIAN, ID 83642

Mailing Address

License Valid: 06/01/2022 - 05/31/2023

***Expires:* 05/31/2023**



2022-2023

RETAIL ALCOHOL BEVERAGE LICENSE

202261

CANYON COUNTY, ID

STATE OF IDAHO

This is to certify, that JACKSONS FOOD STORES INC


dba: EXTRA MILE #177

is licensed hereby as a retailer of alcohol beverage, as stated below, to the provisions of Title 23, Idaho Code and the laws of the State of Idaho and regulations and ordinances of Board of County Commissioners in regard to the sale of alcoholic beverage at: 802 E MAIN ST, MIDDLETON, ID 83644

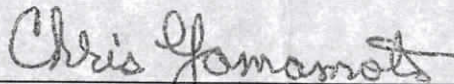


License valid until May 31, 2023

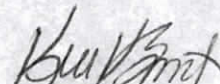
Beer	Bottled or canned, consumed OFF premises	\$25.00
Wine	WINE Retail: (This is for OFF premises consumption only)	\$100.00


Signature of Licensee or Officer of Corporation

APPROVED by the Board of County Commissioners this 19 day of April, 2022
Mail To: 3450 E COMMERCIAL CT, MERIDIAN, ID 83642



Clerk



Chairman

(THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED)



CITY OF MIDDLETON

PO Box 487, 1103 W. MAIN ST.,
MIDDLETON, ID 83644
208-585-3133
WWW.MIDDLETONIDAHO.US



ADMINISTRATION

BEER WINE
APPLICATION/LICENSE
REV 2/2022

YEAR June 1, 2022 – May 31, 2023

- ☐ New License
☒ Renewal

SALE FOR ON-PREMISE CONSUMPTION

- ☒ BEER (\$200.00)
☒ WINE (\$200.00)

SALE FOR OFF-PREMISE CONSUMPTION

- ☐ BEER (\$50.00)
☐ WINE (\$200.00)

OFFICE USE ONLY:

RECEIPT

1.242075
\$ 400.00

LICENSE

Applicant Name: Silvia K Lane

Business Name: The Vault 21 Club

Business Address (Street/P O.Box/City/Zip): 21 N Dewey Ave Middleton Id. 83644

Mailing Address (Street/P.O.Box/City/Zip): 2205 S. Kimball Ave Caldwell Id. 83605

Business phone: 208-585-9829 Other Phone: 208-620-0829

Email address: ourplacesaloon21@gmail.com

● Attach copy of application for State license, including a copy of site and floor plans submitted with state application.

● Attach a copy of your State and County Alcohol Beverage Licenses before a City license will be issued.

4-28-22
Date

Silvia K Lane
Applicant Signature

Silvia K Lane
Print Name

LICENSE

Application Approved by City Council on (date): _____

Application Denied: _____

License is hereby issued this ____ day of _____, 20__.

City Clerk

Notes: _____

Idaho State Police

Cycle Tracking Number: 132996

Premises Number: 2C-24313 **Retail Alcohol Beverage License**

License Year: 2023
License Number: 24313

This is to certify, that Silvia K Lane
doing business as: The Vault 21 Club

is licensed to sell alcoholic beverages as stated below at:
21 N Dewey Ave, Middleton, Canyon County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.
County and city licenses are also required in order to operate.

Liquor	No
Beer	Yes <u>\$50.00</u>
Wine by the bottle	No
Wine by the glass	Yes <u>\$100.00</u>
Kegs to go	No
Growlers	Yes <u>\$0.00</u>
Restaurant	No
On-premises consumption	Yes <u>\$0.00</u>
Multipurpose arena	No
Plaza	No

TOTAL FEE: \$150.00


Signature of Licensee, Corporate Officer, LLC Member or Partner

SILVIA K LANE
THE VAULT 21 CLUB
2205 S KIMBALL AVE

CALDWELL, ID 83605

Mailing Address

License Valid: 06/01/2022 - 05/31/2023

Expires: 05/31/2023


Director of Idaho State Police



20226

CANYON COUNTY, ID
STATE OF IDAHO

This is to certify, that SILVIA K LANE

dba:THE VAULT 21 CLUB

is licensed hereby as a retailer of alcohol beverage, as stated below, to the provisions of Title 23, Idaho Code and the laws of the State of Idaho and regulations and ordinances of Board of County Commissioners in regard to the sale of alcoholic beverage at: 21 N DEWEY AVE, MIDDLETON, ID 83644

License valid until May 31, 2023

Beer	DRAFT, bottled or canned, ON or OFF premises consumption	\$100.00
Wine	WINE by the drink: (This covers Retail & By the Drink)	\$100.00

Silvia Lane
Signature of Licensee or Officer of Corporation

APPROVED by the Board of County Commissioners this 11th day of April, 2022
Mail To: 2205 S KIMBALL AVE, CALDWELL, ID 83605

Chris Gammon

Clerk

Keith Bond
Chairman

(THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED)



CITY OF MIDDLETON

PO Box 487, 1103 W. MAIN ST.,
MIDDLETON, ID 83644
208-585-3133
WWW.MIDDLETONIDAHO.US

ADMINISTRATION

BEER WINE
APPLICATION/LICENSE
REV 2/2022



YEAR June 1, 2022 – May 31, 2023

- ☐ New License
☒ Renewal

SALE FOR ON-PREMISE CONSUMPTION

- ☒ BEER (\$200.00)
☒ WINE (\$200.00)

SALE FOR OFF-PREMISE CONSUMPTION

- ☒ BEER (\$50.00)
☐ WINE (\$200.00)

OFFICE USE ONLY:

RECEIPT

L 242058

\$ 450.00

LICENSE

Applicant Name: Jamie Tsai

Business Name: Tsai's Kitchen

Business Address (Street/P O.Box/City/Zip): 7 S. Hawthorne Ave.

Mailing Address (Street/P.O.Box/City/Zip): Same

Business phone: 208-585-5878 Other Phone: 707-616-5608 jamie

Email address: tsaiskitchen@gmail.com

- Attach copy of application for State license, including a copy of site and floor plans submitted with state application.
- Attach a copy of your State and County Alcohol Beverage Licenses before a City license will be issued.

4-18-2022
Date

Jamie Tsai
Applicant Signature

Jamie Tsai
Print Name

LICENSE

Application Approved by City Council on (date): _____

Application Denied: _____

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

City Clerk

Notes: _____

Idaho State Police

Cycle Tracking Number: 132982

Premises Number: 2C-23967

Retail Alcohol Beverage License

License Year: 2023

License Number: 23967

This is to certify, that CJTSAI LLC

doing business as: Tsai's Kitchen

is licensed to sell alcoholic beverages as stated below at:

7 S Hawthorne, Middleton, Canyon County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.
County and city licenses are also required in order to operate.

Liquor	No
Beer	Yes <u>\$50.00</u>
Wine by the bottle	No
Wine by the glass	Yes <u>\$100.00</u>
Kegs to go	No
Growlers	No
Restaurant	Yes <u>\$0.00</u>
On-premises consumption	Yes <u>\$0.00</u>
Multipurpose arena	No
Plaza	No

TOTAL FEE: \$150.00

Jamie Tsai
Signature of Licensee, Corporate Officer, LLC Member or Partner

CJTSAL LLC

TSAL'S KITCHEN

7 S HAWTHORNE

MIDDLETON, ID 83644

Mailing Address

License Valid: 06/01/2022 - 05/31/2023

Expires: 05/31/2023



[Signature]

Director of Idaho State Police

RETAIL ALCOHOL BEVERAGE LICENSE
CANYON COUNTY, ID
STATE OF IDAHO

*This is to certify, that CJTSAI LLC
dba: TSAI'S KITCHEN*

is licensed hereby as a retailer of alcohol beverage, as stated below, to the provisions of Title 23, Idaho Code and the laws of the State of Idaho and regulations and ordinances of Board of County Commissioners in regard to the sale of alcoholic beverage at: 7 SOUTH HAWTHORNE, MIDDLETON, ID 83644

[illegible]

License valid until May 31, 2023

Beer	DRAFT, bottled or canned, ON or OFF premises consumption	\$100.00
Wine	WINE by the drink: (This covers Retail & By the Drink)	\$100.00

Janie Lee
Signature of Licensee or Officer of Corporation

APPROVED by the Board of County Commissioners this 13 day of April, 2022
Mail To: 7 SOUTH HAWTHORNE, MIDDLETON, ID 83644

Chris Gamaratos
Clerk

[Signature]
Chairman

(THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED)



CITY OF MIDDLETON

PO Box 487, 1103 W. MAIN ST.,
MIDDLETON, ID 83644
208-585-3133
WWW.MIDDLETONIDAHO.US

ADMINISTRATION

BEER WINE
APPLICATION/LICENSE
REV 2/2022

YEAR June 1, 2022 – May 31, 2023

- ☐ New License
☒ Renewal

SALE FOR ON-PREMISE CONSUMPTION

- ☒ BEER (\$200.00)
☐ WINE (\$200.00)

SALE FOR OFF-PREMISE CONSUMPTION

- ☐ BEER (\$50.00)
☐ WINE (\$200.00)

OFFICE USE ONLY:

RECEIPT

\$ _____

LICENSE

Applicant Name: Thomas E. Genta, Garbonzo's Pizza, Inc.

Business Name: Garbonzo's Pizza

Business Address (Street/P.O.Box/City/Zip): 250 E. Main St. Middleton, ID 83644

Mailing Address (Street/P.O.Box/City/Zip): PO Box 271, Middleton, ID 83644

Business phone: 208-585-3083 Other Phone: 208-249-7201

Email address: tmgenta@hotmail.com

● Attach copy of application for State license, including a copy of site and floor plans submitted with state application.

● Attach a copy of your State and County Alcohol Beverage Licenses before a City license will be issued.

Date

5/4/22

Applicant Signature

Thomas E. Genta

Print Name

Thomas E. Genta

LICENSE

Application Approved by City Council on (date): _____

Application Denied: _____

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

City Clerk

Notes: _____



Alcohol Beverage License Renewal Application

Section 1

Premises Number: 2C-197

License Number: 1896

License Period: 2023

Approved Application Type: License Application Type currently approved for renewal for this application.
retail

Approved License Endorsements: License Endorsements currently approved for renewal for this application.
Restaurant, On-premises consumption, Beer

Application Type:

<input checked="" type="radio"/> Retail	<input type="radio"/> Wholesale
<input type="radio"/> Direct Shipper	<input type="radio"/> Certificate of Approval

Application Type: Liquor

1. Applicant Information

*If this section does not autopopulate Applicant Information, you have entered an incorrect Premises Number and License Number combination.

Applicant: Garbonzo's Pizza Inc.
(Applicant Name: Individual(s), Corporation, LLC, or Partnership)

DBA: Garbonzo's Pizza

Location: 250 E Main

City: Middleton

County: Canyon

State: ID

Zip: 83644

Email Address: Please verify the returned email address is correct/valid. If the address is incorrect/empty your submission will not be accepted. Please enter a valid email in the Updated Email Address field below in this case.
longenta@hotmail.com

Updated Email Address: Optional: Please provide an updated email address if different/changed.

Business Telephone: 208 585 3083

Mailing Address

Address: PO Box 271

Address 2:

Section 2 & 3

2. License Type and Fees

License Type and Fees:

- ☒ Beer \$50.00 *This option must be selected for all applications.
 - ☐ Wine by the Bottle \$100.00
 - ☐ Wine by the Glass \$100.00 *You must select "On-Premises Consumption"
 - ☐ Keg Beer to Go \$20.00
 - ☐ Growlers \$0.00
 - ☐ Restaurant \$0.00 *You must select "On-Premises Consumption"
 - ☐ On-Premises Consumption \$0.00
-

Total Fee Enclosed: \$ 50.00

3. State Tax Commission Seller's Permit Number

Idaho State Tax Seller's Permit Number:

000340875

Section 5 & 6

5. Does anyone listed above have any direct or indirect interest in any other business licensed for the sale of beer, wine, or liquor by the drink?

- ☐ Yes
- ☒ No

6. Does anyone have any financial interest in the Applicant's business not previously listed on #4, including silent partners, private financial loans, etc.?

- ☐ Yes
- ☒ No

Signature

Affirmation: Read the following carefully and sign

The applicant(s) hereby swears or affirms under oath that the applicant is the bona fide owner of the business which is applying for this license and will be engaged in the sale or dispensing of liquor by the drink, beer and/or wine by the bottle and/or glass. The applicant(s) hereby affirms that the applicant and/or each person indicated on this application or attachments thereto is/or eligible and has none of the disqualifications for a license as provided by Title 23, Chapter 9, 10, 11, 12, 13 and 14, Idaho Code, IDAPA 11.05.01 or any amendments thereto.

An application for and acceptance of a license by the applicant(s) shall constitute consent to, and be authority for, entry by the Director or his authorized agents, upon any premises related to the licensee's business, or wherein are or should be kept, any of the licensee's books, records, ledgers, supplies or other property related to said business, and to make the inventory, check and investigations aforesaid with relation to said licensee or any other licensee. The application shall also constitute consent given to the Director, his agents, the sheriff of any county or other law enforcement officer, upon any premises related to the licensee's business or wherein are or should be kept, any of the licensee's books, records, ledgers, supplies or other property related to said business, and to make the inventory, check and investigations aforesaid with relation to the said licensee or any other licensee. The application shall also constitute consent given to the Director or his authorized agents to view, copy or investigate any documents, including state and federal income and sales tax returns and any documents, associated with the person or business that are exercising the privilege of the license, as per Idaho Code sections 23-907, 23-1006 and 23-1314 and IDAPA 11.05.01.

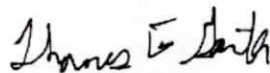
Applicant(s) hereby acknowledges that falsifying this document or submitting any false documents for record can result in a felony conviction under Idaho Code sections 23-905 or 18-3203. Applicant(s) further acknowledges that they and/or each person indicated on this application or attachments understand that state law controlling alcohol beverage licensing is found at Title 23, Idaho Code (<http://legislature.idaho.gov/idstat/Title23/T23.htm>) and the Alcohol Beverage Control administrative rules, IDAPA 11.05.01 (<http://adminrules.idaho.gov/rules/current/11/0501.pdf>), and that any violation of these laws or rules can result in criminal and/or administrative sanctions, and up to and including license revocation.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedure for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

Signature Certification

I/we certify under penalty of perjury pursuant to the law of the state of Idaho that the foregoing is true and correct. I/we, the applicant(s) of this license, acknowledge and understand Idaho Code Title 23 and IDAPA that regulate licenses provided by the Idaho liquor act and do hereby agree to operate the licensed premises in conformity with these statutes and regulations.

Applicant Signature



Printed Name	Thomas E Genta
Title	President
Date	4/19/2022

Idaho State Police

Premises Number: 2C-197 License Year: 2023
Retail Alcohol Beverage License License Number: 1896

This is to certify, that Garbonzo's Pizza Inc
doing business as: Garbonzo's Pizza

is licensed to sell alcoholic beverages as stated below at:
250 E Main, Middleton, Canyon County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.
County and city licenses are also required in order to operate.

Liquor	No
Beer	Yes \$50.00
Wine by the bottle	No
Wine by the glass	No
Kegs to go	No
Growlers	No
Restaurant	Yes \$0.00
On-premises consumption	Yes \$0.00
Multipurpose arena	No
Plaza	No

TOTAL FEE: \$50.00

License Valid: 06/01/2022 - 05/31/2023

Expires: 05/31/2023



Director of Idaho State Police


Signature of Licensee, Corporate Officer, LLC Member or Partner

GARBONZO'S PIZZA INC
GARBONZO'S PIZZA
PO BOX 271

MIDDLETON, ID 83644

Mailing Address





CITY OF MIDDLETON

PO Box 487, 1103 W. MAIN ST.,
MIDDLETON, ID 83644
208-585-3133
WWW.MIDDLETONIDAHO.US

ADMINISTRATION

BEER WINE
APPLICATION/LICENSE
REV 2/2022



YEAR June 1, 2022 – May 31, 2023

- ☐ New License
☒ Renewal

SALE FOR ON-PREMISE CONSUMPTION

- ☒ BEER (\$200.00)
☒ WINE (\$200.00)

SALE FOR OFF-PREMISE CONSUMPTION

- ☐ BEER (\$50.00)
☐ WINE (\$200.00)

OFFICE USE ONLY:

RECEIPT

2007095
\$ 400.00 check

LICENSE

Applicant Name: EVITA INC

Business Name: CASA MEXICO

Business Address (Street/P O.Box/City/Zip): 517 S. Middleton Rd Middleton, ID 83644

Mailing Address (Street/P.O.Box/City/Zip): SAME

Business phone: (208) 585 6444 Other Phone: (208) 865 8186

Email address: casamexico05@live.com

- Attach copy of application for State license, including a copy of site and floor plans submitted with state application.
- Attach a copy of your State and County Alcohol Beverage Licenses before a City license will be issued.

5/13/22
Date

Victor Rocha
Applicant Signature

Victor Rocha
Print Name

LICENSE

Application Approved by City Council on (date): _____

Application Denied: _____

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

City Clerk

Notes: _____

Idaho State Police

Premises Number: 2C-5534

Retail Alcohol Beverage License

License Year: 2023

License Number: 5534

This is to certify, that **EVRA Inc**

doing business as: **Casa Mexico**

is licensed to sell alcoholic beverages as stated below at:
517 Middleton Road, Middleton, Canyon County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.
County and city licenses are also required in order to operate.

Signature of Licensee, Corporate Officer, LLC Member or Partner

Liquor	No
Beer	Yes <u>\$50.00</u>
Wine by the bottle	No
Wine by the glass	Yes <u>\$100.00</u>
Kegs to go	No
Growlers	No
Restaurant	Yes <u>\$0.00</u>
On-premises consumption	Yes <u>\$0.00</u>
Multipurpose arena	No
Plaza	No

TOTAL FEE: \$150.00

EVRA INC CASA MEXICO 517 MIDDLETON ROAD MIDDLETON, ID 83644 Mailing Address

License Valid: 06/01/2022 - 05/31/2023

Expires: 05/31/2023



Director of Idaho State Police



CITY OF MIDDLETON

PO Box 487, 1103 W. MAIN ST.,
MIDDLETON, ID 83644
208-585-3133
WWW.MIDDLETONIDAHO.US

ADMINISTRATION

BEER WINE
APPLICATION/LICENSE
REV 2/2022



YEAR June 1, 2022 – May 31, 2023

- ☐ New License
☒ Renewal

SALE FOR ON-PREMISE CONSUMPTION

- () BEER (\$200.00)
() WINE (\$200.00)

SALE FOR OFF-PREMISE CONSUMPTION

- (x) BEER (\$50.00)
(x) WINE (\$200.00)

OFFICE USE ONLY:

RECEIPT

120592317 EXBP

\$ 250.00

LICENSE

Applicant Name: Mark Ridley

Business Name: Ridley's Family Markets Inc

Business Address (Street/P O.Box/City/Zip): 430 East Main St. Middleton ID

Mailing Address (Street/P.O.Box/City/Zip): 621 Washington St. So. Twin Falls ID 83301

Business phone: 208 585 3043 Other Phone: 208.324.4633 corp

Email address: mmanager@shopridleys.com

● Attach copy of application for State license, including a copy of site and floor plans submitted with state application.

● Attach a copy of your State and County Alcohol Beverage Licenses before a City license will be issued.

3/22/22
Date

[Signature]
Applicant Signature

Mark Ridley
Print Name

LICENSE

Application Approved by City Council on (date): _____

Application Denied: _____

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

City Clerk

Notes: _____

2022-2023

RETAIL ALCOHOL BEVERAGE LICENSE
CANYON COUNTY, ID
STATE OF IDAHO

2022166

*This is to certify, that RIDLEY'S FAMILY MARKETS INC
dba: RIDLEY'S FAMILY MARKETS*

is licensed hereby as a retailer of alcohol beverage, as stated below, to the provisions of Title 23, Idaho Code and the laws of the State of Idaho and regulations and ordinances of Board of County Commissioners in regard to the sale of alcoholic beverage at: 430 E MAIN, MIDDLETON, ID 83644



Beer	Bottled or canned, consumed OFF premises	\$25.00
Wine	WINE Retail: (This is for OFF premises consumption only)	\$100.00

License valid until May 31, 2023

[Signature]
Signature of Licensee or Officer of Corporation

APPROVED by the Board of County Commissioners this 4 day of May, 2022
Mail To: 621 WASHINGTON STREET SOUTH, TWIN FALLS, ID 83301

[Signature]
Clerk

(THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED)

[Signature]
Chairman

Idaho State Police

Cycle Tracking Number: 133567

Premises Number: 2C-145

Retail Alcohol Beverage License

License Year: 2023

License Number: 1965

This is to certify, that Ridley's Family Markets Inc
doing business as: Ridley's Family Markets

is licensed to sell alcoholic beverages as stated below at:
430 E Main, Middleton, Canyon County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.

County and city licenses are also required in order to operate.

Liquor	No
Beer	Yes <u>\$50.00</u>
Wine by the bottle	Yes <u>\$100.00</u>
Wine by the glass	No
Kegs to go	Yes <u>\$20.00</u>
Growlers	No
Restaurant	No
On-premises consumption	No
Multipurpose arena	No
Plaza	No

TOTAL FEE: \$170.00

[Signature]
Signature of Licensee, Corporate Officer, LLC Member or Partner

RIDLEY'S FAMILY MARKETS INC
RIDLEY'S FAMILY MARKETS
621 WASHINGTON STREET SOUTH

TWIN FALLS, ID 83301

Mailing Address

License Valid: 06/01/2022 - 05/31/2023

Expires: 05/31/2023

[Signature]
Director of Idaho State Police



EXHIBIT “E”

Change Order

No. 4

Date of Issuance: 5/18/2022

Effective Date: 5/18/2022

Project: Hartley Sewer Main

Owner: City of Middleton, Idaho

Owner's Contract No.:

Project

Contract:

Date of Contract: 11/4/2021

Contractor: La Riviere, Inc.

Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Canyon County Water Company irrigation crossing change order. Includes bypass pumping, lean concrete, additional asphalt and concrete repair and down time standby costs.

Attachments (list documents supporting change):

La Riviere CO #4 – Irrigation Crossing

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$1,478,968.00

[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 3:

\$43,254.02

Contract Price prior to this Change Order:

\$1,435,713.98

[Increase] [Decrease] of this Change Order:

\$ 166,185.48

Contract Price incorporating this Change Order:

\$1,601,899.46

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working ☒ Calendar days

Substantial completion (days or date): 150

Ready for final payment (days or date): 180

[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 3:

Substantial completion (days): 0

Ready for final payment (days): 0

Contract Times prior to this Change Order:

Substantial completion (days or date): 150

Ready for final payment (days or date): 180

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): 28

Ready for final payment (days or date): 28

Contract Times with all approved Change Orders:

Substantial completion (days or date): 178

Ready for final payment (days or date): 208

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 5-18-22

Approved by Funding Agency (if applicable):

ACCEPTED:

By: [Signature]
Owner (Authorized Signature)

Date: 5-18-2022

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____



17564 N. Dylan Ct.
Ruthdrum, ID 83858
Phone: (208) 683-2646
Fax: (208) 683-0793

Change Order
No.

#4

Title:
Project: Harley Sewer Main Project
Plan Date: 5/11/2022 updated Plan sheet

Date: 5/17/2022
Job #: 2393

To: City of Middleton

Attention: Kirby Cook

Description of Change: The work is to by-pass pump the irrigation during the installation of the 30" sewerline. The additional concrete fill at the irrigation crossings for 30' x trench width x 3' deep.

Item	Description	Quantity	Units	Unit Price	Mark Up	Net Amount
1	Labor and owned equipment	1	LS	\$ 14,460.00	15%	\$16,629.00
2	Additional rental equipment	1	LS	\$ 48,403.22	15%	\$55,663.70
3	Additional haul off	1	LS	\$ 4,375.00	15%	\$5,031.25
4	Additional paving	1	LS	\$ 7,537.57	15%	\$8,668.21
5	Concrete fill	220	CY	\$ 177.39	15%	\$44,878.75
6	Additional Pipe supports	2	EA	\$ 7,500.00	15%	\$17,250.00
7	Additional delay cost waiting for by-pass pumping	2	WK	\$ 7,854.16	15%	\$18,064.57
						\$166,185.48

Item 1 - owned Labor and equipment

Item 2- By-pass pumping costs and non-owned equipment

item 3- Additional removal of concrete, asphalt and Grass and trench spoils

item 4- Additional work outside the scope of the trench patch back.

item 5 - concrete fill material and placement cost to pump

item 6 - Due to the additional time added for leaving open the CDF areas ,for concrete delivery schedule, costs for two additional pipe support systems complete

item 7 - 2 weeks delay for rain for rent to order and install by-pass pumping

Original Contract Sum:	\$1,478,968.00
Contract sum to increase by:	\$166,185.48
New Construct Sum including this Change Order	\$1,645,153.48

Company: City of Middleton

LaRiviere

By:

By:

Mark Standerfer

Date:

5-18-2022

Date:

5/17/2022

EXHIBIT “F”

LICENSE AGREEMENT

This LICENSE AGREEMENT, is made and entered into this ____ day of _____, 2022, by and between CANYON COUNTY WATER COMPANY, duly organized and existing Idaho corporation and ditch company under and by virtue of the laws of the State of Idaho, hereinafter referred to as the "Ditch Company", and

CITY OF MIDDLETON,

Attn: _____,

Whose address is: 1103 W. Main Street, Middleton, Idaho 83644,

hereinafter referred to as the "Licensee",

W I T N E S S E T H:

WHEREAS, the Ditch Company owns the irrigation ditches or canals known as the TOWN DITCH, JIMMY'S LATERAL AND TOWN DITCH LATERAL (hereinafter collectively referred to as "ditch or canal"), an integral part of the irrigation works and system of the Ditch Company, together with the easement therefor to convey irrigation water, to operate, clean, maintain, and repair the ditch or canal, and to access the ditch or canal for those purposes; and,

WHEREAS, the Ditch Company operates, cleans, maintains, repairs and protects the ditch or canal for the benefit of Ditch Company shareholders; and,

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

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

WHEREAS, the Licensee desires a license approve of prior Licensee's crossing, encroachment upon or modification of said ditch or canal and/or the Ditch Company's easement under the terms and conditions of this License Agreement;

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

A. Acknowledgment of the Ditch Company's Easement.

1. Licensee acknowledges that the Ditch Company's easement for the ditch or canal includes

a sufficient area of land to convey irrigation and water, to operate, clean, maintain and repair the ditch or canal, and to access the ditch or canal for said purposes, and is a minimum of 20 feet to either side of the centerline for pipe sections and 25 feet from the top of bank on each side of the ditch or canal for open sections.

B. Scope of License

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

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

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

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

C. Facility Construction, Operation, Maintenance and Repair

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

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

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

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

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

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

D. Ditch Company's Rights Are Paramount

1. The Licensee understands and agrees that the ditch or canal is a manmade channel that was constructed and is used and maintained by the Ditch Company for the exclusive purpose of conveying irrigation or drainage water to lands within the Ditch Company. As such, Licensee further acknowledges and agrees that the ditch or canal does not constitute a natural or navigable watercourse or stream.

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

3. Nothing herein contained shall be construed to impair the ditch or canal or the Ditch

Company's easement, and all construction and use of the Ditch Company's easement by the Licensee and the license herein provided therefor shall remain inferior and subservient to the rights of the Ditch Company to the use of the ditch or canal for the transmission and delivery of irrigation or drainage water.

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

5. In the event of the failure, refusal or neglect of the Licensee to comply with all of the terms and conditions of this License Agreement within thirty (30) days after written notice of such non-compliance from the Ditch Company, the license of the Licensee under the terms hereof may be terminated by the Ditch Company, and any facility, structure, plant, or any other improvement in or over the drain or ditch, and the right of way therefor, which may impede or restrict the maintenance and operation of such ditch by the Ditch Company with its equipment for the maintenance of the ditch shall be promptly removed by the Licensee upon demand/request of the Ditch Company.

E. Applicable Law and Jurisdiction Unaffected.

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

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

F. Indemnification

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

G. Fees and Costs

1. The Licensee agrees to pay attorney fees and engineering fees charged by the attorney for the Ditch Company or by the engineers for the Ditch Company in connection with the negotiation and

preparation of this License Agreement. Licensee also agrees to pay any recording fees in connection with the recording of this License Agreement.

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

H. Miscellaneous

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

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

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

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

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

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

Canyon County Water Company
c/o Betha Foster, Secretary
P.O. Box 11
Star, ID 83669

See page 1 for Licensee

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

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

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

CANYON COUNTY WATER COMPANY

By _____
Its Chairman

STATE OF IDAHO)
) ss:
County of _____)

On this _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ known to me to be the Chairman of CANYON COUNTY WATER COMPANY, the Ditch Company that executed the foregoing instrument and acknowledged to me that such Ditch Company executed the same.

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

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

CITY OF MIDDLETON,

By: _____

ATTEST:

By: _____

STATE OF IDAHO)
)ss.
County of _____)

On this _____ day of _____, 2022, before me, the undersigned, a notary public in and for said state, personally appeared _____ and _____, known to me to be the _____ and _____ of the CITY OF MIDDLETON, the entity that executed the foregoing instrument, and acknowledged to me that such entity executed the same.

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

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

EXHIBIT A
Licensee's Property

Licensee's property consists of a right-of-way for a 30" sewer main line within Hartley Road located in the N1/2, Section 12, Township 4 North, Range 3 West, B.M. Canyon County, Idaho.

EXHIBIT B
Crossing Location

See Exhibit D-1, attached hereto.

EXHIBIT C
Purpose of License

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

1. construct and install a 30" sewer main across and under the Town Ditch, Jimmy's Lateral and Town Ditch Lateral and within the Ditch Company's easement where all three cross Hartley Road; and
2. construct and install a 30' sewer main parallel to a portion of the Town Ditch and within the Ditch Company's easement;

all within Licensee's right-of-way described in Exhibit A, located where the Town Ditch, Jimmy's Lateral and Canyon Canal cross and/or intersect Hartley Road in Middleton, Canyon County, Idaho. No other construction or activity is permitted within or affecting the ditch or canal or the Ditch Company's easement and any future crossings for sewer, water or other utilities will require the review and approval of plans and the written consent of the Ditch Company. Licensee further agrees that any future crossings shall require sleeves.

EXHIBIT D
Special Conditions

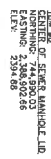
a. The construction described in Exhibit C shall be performed in accordance with certain plans attached hereto as Exhibit D-1 and by this reference incorporated herein. Licensee may commence construction upon the execution of this License Agreement by Licensee and the Ditch Company. As an express condition of allowing construction during the 2022 irrigation season, Licensee shall install bypass pumping as provided in Exhibit D-1, page 3. The bypass pumping shall be removed upon the completion of construction. Licensee further agrees to install lean flow concrete a minimum of three feet (3') below the gravity irrigation crossings, full width of the sewer trench, 15-feet from the centerline of the gravity irrigation pipes.

b. As to future repairs and/or replacements of the sewer line, Licensee agrees that any future repairs or replacements shall occur during the non-irrigation season and any future repairs or replacement of the sewer line shall require the submission of plans and written approval of the Ditch Company. Licensee acknowledges and agrees that the Ditch Company is accommodating Licensee by allowing the construction of the sewer line during the irrigation season and not requiring sleeves, and in consideration for such accommodations, Licensee agrees that if it performs any future repairs or replacement of the sewer line, which must occur during the non-irrigation season, Licensee will also remove and replace the gravity

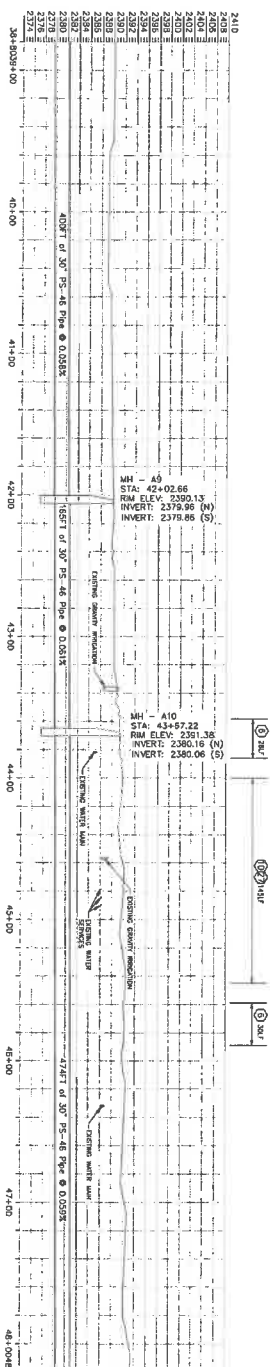
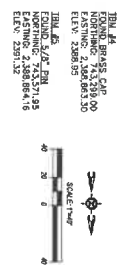
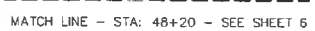
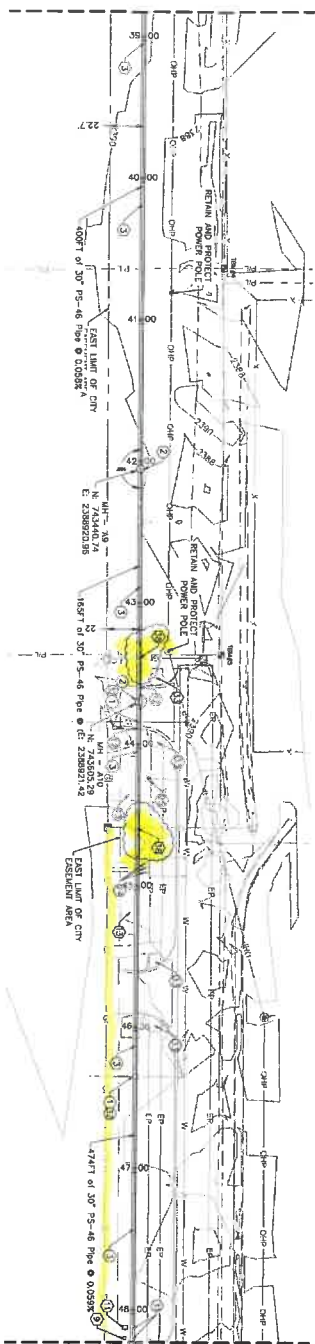
irrigation pipe, at Licensee's cost and expense, prior to or at the same time it performs such repairs/replacement to the sewer pipe.

c. Licensee shall notify the Ditch Company prior to and immediately after construction so that the Ditch Company or the Ditch Company's engineer's may inspect and approve the construction.

d. Construction authorized by this License Agreement shall be completed within one year from the date of this Agreement. Time is of the essence.



- NOTES



- 1 POTABLE/NON-POTABLE MAIN CROSSING. SEE SEWER NOTE 11.
- 2 30" DI. B SEWER MAINLINE. PER IS&WG SD-502
- 3 30" SUMP MAIN. TYPE PS-66 ASTM 5579
- 4 TYPE P1 SURFACE RESTORATION
- 5 POWER POB TO BE MOVED BY FORCE OR OTHERS
- 6 LANDSCAPE REPAIR
- 7 TRANSFORMER TO BE MOVED BY FORCE OR OTHER
- 8 REMOVE AND REPLACE 6" VERTICAL CURB
- 9 RELIEVE STORM DRAINAGE FACILITY, BY FORCE OR OTHERS
- 10 RELOCATE THREE (3) EXISTING WATER METER
- 11 WATER METERS AND INSTALL TEMPORARY CONNECTION TO WATER SERVICES DURING CONSTRUCTION. RENEWAL CONTRACTORS TO BE RESPONSIBLE.
- 12 REMOVE AND REPAIR EXISTING 12" DI. POTABLE ASSEMBLY
- 13 REMOVE AND REPAIR EXISTING 12" DI. POTABLE ASSEMBLY. HYDRAULIC. RE-PUMP THIRST BLOCK.
- 14 CONSTRUCTION TO HOLD POWER CONDUITS DURING CONSTRUCTION.
- 15 CONSTRUCTOR TO HOLD WATER PIPES DURING CONSTRUCTION. MODIFIED.
- 16 REMOVE AND REPLACE PEDESTAL RAMP
- 17 INSTALL LEAK FLOW CONTROL. A MINIMUM OF 3 FEET BELOW THE GROUND. REPAIRING CROSSING. LIMITS ARE FOLLOW THE WIDTH OF SEWER TRENCH AND 15 FEET SHALL BE HELD DURING CONSTRUCTION WITH A 30 FOOT 1' BEAM AND 2 SHAPES PER PIPE SECTION. BRASS BYPASS. PUMP PER BRASS PLUMB.



305 CORNELL ST
MIDDLETON, ID. 83644
(208)453-2028 PH
(208)453-2035 FAX

REVISID	DATE	DESCRIPTION
	4/29/2022	IRRIGATION CROSSING

PROJECT NAME: HARTLEY SEWER MAIN PROJECT
MIDDLETON, IDAHO

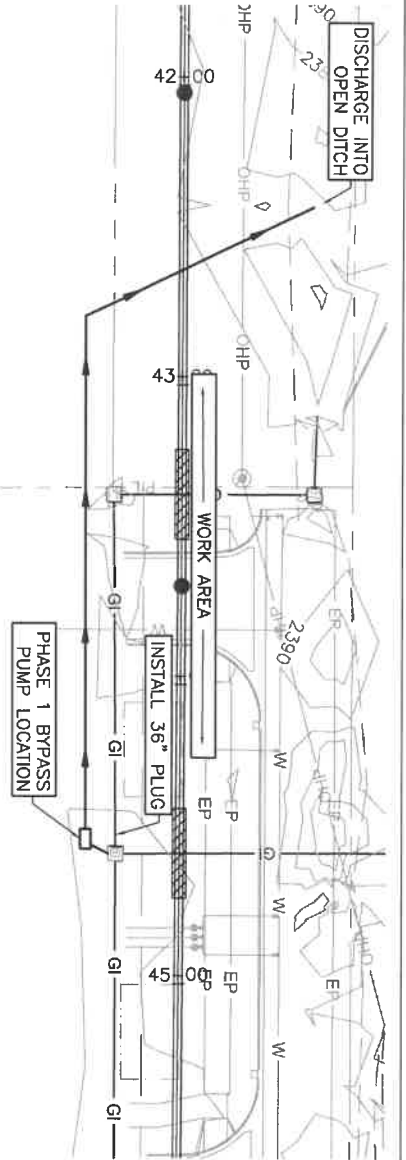
PLAN AND PROFILE
STA: 38+80 TO STA: 48+20

DESIGNED BY:	KRC
DRAWN BY:	KRC
CHECKED BY:	AJM
DRAWING DATE:	

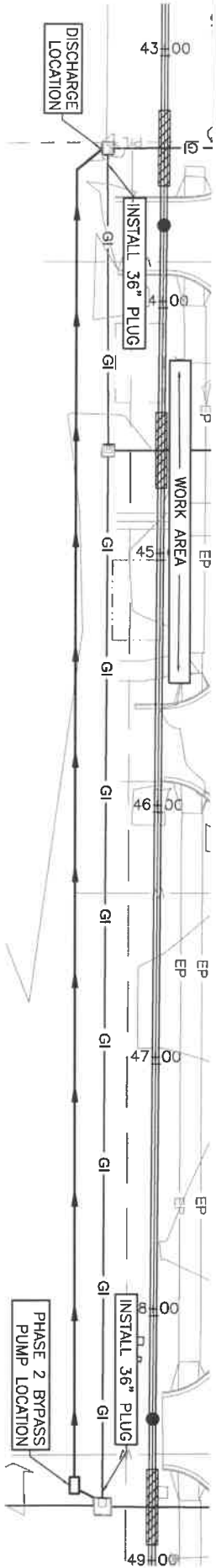
SCALES SHOWN
ARE FOR 24" X 36"
PRINTS ONLY



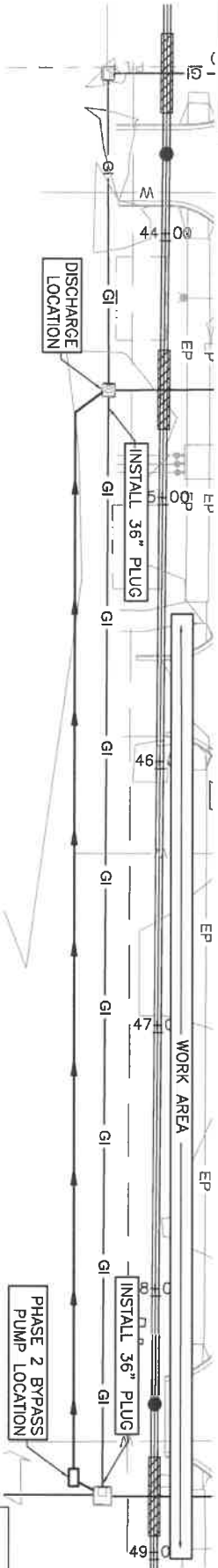
PHASE 1



PHASE 2



PHASE 3



CONTRACTOR TO SCHEDULE AND DELIVER IRRIGATION TO THE DOWNSTREAM WATER USERS WHEN NEEDED.



SCALE: 1:40



5605 S 10TH AVE
CALDWELL, ID, 83807
(208)453-2028 PH
(208)453-2035 FAX

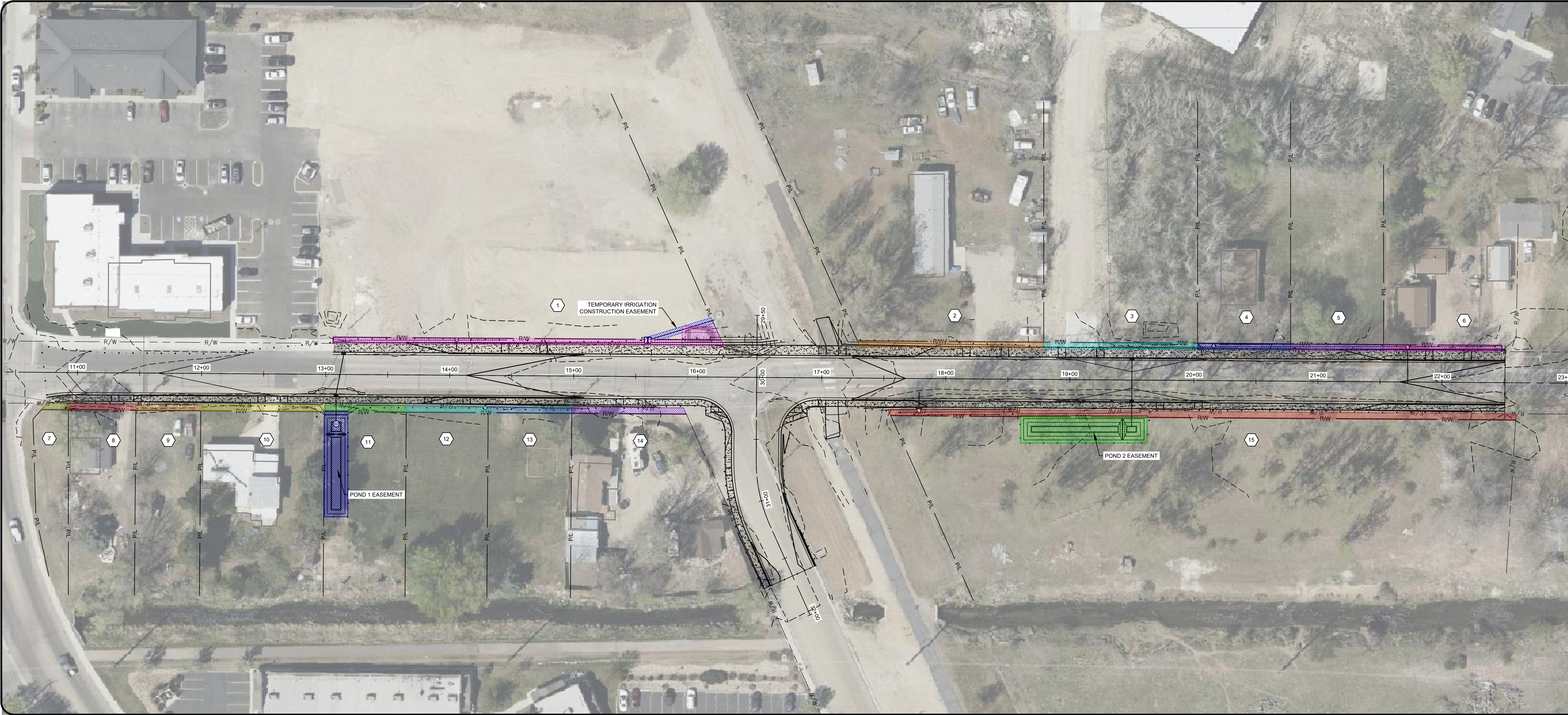
PROJECT NAME:
HARTLEY SEWER MAIN PROJECT
CITY OF MIDDLETON, IDAHO

SHEET TITLE:
IRRIGATION BYPASS
PLAN

DESIGNED BY: KRC	SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY
DRAWN BY: KRC	SHEET NO: 1 OF 1
CHECKED BY: KRC	
DRAWING DATE: MAY 2022	

EXHIBIT “G”

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ATTENTION:
0 1/2 1
IF THIS BAR DOES NOT MEASURE
1" ON 22x34 SHEET or 1/2" ON
11x17 SHEET, THEN DRAWING IS
NOT TO SCALE

DATE: MAY 12, 2022
PROJECT: 210659
SHEET:

BOISE STREET ROW DISPLAY

T-O ENGINEERS

CONSULTING ENGINEERS, SURVEYORS & PLANNERS

332 N. BROADMORE WAY
NAMPÁ, IDAHO 83667

208-442-6300 | WWW.T-O-ENGINEERS.COM

BOISE • CODY • CHEYENNE • COEUR D'ALENE
HEBER CITY • MERIDIAN • NAMPÁ • SPOKANE

BORDER SIZE:
22"x34"

DESIGNED

DRAWN

CHECKED

APPROVED

EXHIBIT “H”

FOR DISUCSSION ONLY - FY2023 Projected Capital P

Transportation 2023

2023	Hartley Traffic Signal - Impact Fee
2023	9th Street extension - Impact Fee
2023	Pavement for aging water/Sewer line replacement
2023	S. Cemetery Intersection Design
2023	Capital Equipment / Buildings

2023 CAPTTAL TOTAL

Major Maintenance 2023

2023	Road repairs E. of N. Middleton Rd.- West of the park Harmon area
2023	Dewey Culvert Replacement (lining)
2023	Road seal coating
2023	LED street light replacement
2023	Misc. repair to swales
2023	Misc. Repairs - Unexpected items
2023	General Maintenance
2023	Misc. Sidewalk , curb, & gutter repairs

MAJOR MAINTENANCE TOTAL 2023

Land Acquisition

2023	ROW - Realign Middleton Road
2023	ROW - Duff Lane
2023	Wetlands Credits - Middleton Road
2023	ROW - Intersection @ Middleton Rd. & State Hwy 44
2023	ROW - Emmett Road / SH44 Intersection
2023	ROW - Sawtooth RAB
2024	ROW - Murphy/SH44 -

LAND ACQUISITION

Water Capital 2023

2023	Zenner Meter System Upgrade
2023	New Construction Water Meters
2023	Large water meters/hydrants
2023	Aging water line replacement
2023	Emergency generator Well #8
2023	Well #2 building repair, fence repair & new gate
2023	Well 4 tank painting
2023	Boise River Bore
2023	Capital equipment/buildings

2022 CAPTTAL TOTAL

Major Maintenance 2023

2023	PRV Maint. & Repairs + Civil D (every 5 years) Powder River & Emetery Rd.
------	---

2023	Chlorine
2023	Northwest Power Systems Annual Inspections
2023	Northwest Power Generator 5 year Maintenance
2023	Analytical Labs
2023	Well #6 Roof
2023	Hydrant repairs & parts
2023	General Maint.
2023	Well #4 fence man gate
<hr/>	
2023 MAJOR MAINTENANCE TOTAL	
<hr/>	

WW Treatment 2023

Natural Treatment

Pilot Study - year 3 2022-23

2023	Emergency Repairs/DEQ
2023	SCADA - Mike Johnson

Mill Slough Phase I continues / II -III Diversion Paused

2023	Sediment Removal - Ditch Company
	City Sample - analytical lab analysis

Mechanical Treatment

2023	Wet well Rehabilitation (T-0)
2023	Decommission Overflow Basin
2023	Plant Process Water
2023	Design WWTP UpTreatment plant upgrade design
2023	Capital equipment/buildings
2023	Parts Redundancy - Blowers/Basins

TOTAL WW Treatment Capital

WW Collections 2023

2023	Construct Hartley 30" sewer line
2023	Sawtooth RAB
2023	Park Place Lift Station - Back-up generator
2023	Park Place Lift Station - fence
2023	CIPP Patches
2023	De-Commission Hartley Lift Station
2023	Construct lines or lift station for future expansion areas
2023	Capital equipment/buildings (see fleet below)
2023	Generator - Boise River Lift Station

TOTAL WW Collections Capital

2023	CCTV Area #4
2023	Donna Drain
2023	Aging sewer line replacement

2023	Re-locate Hartley Lift Station back-up generator to Prospector
2023	Lift Station Priority 1 maintenance per master plan
2023	Vac. Truck tubes
2023	Vac. Truck maintenance
2023	Infiltration repairs Manholes
2023	Northwest Power Generator 5 year Maint. & annual inspections
2023	General Maintenance

TOTAL Major Maintenance Collections

Parks Capital 2023

2023	River Park Master Plan
2023	Middleton Place Park Irrigation Pump
2023	Security Cameras
2023	Piccadilly Park Pathways or Sump pump
2023	picnic tables & umbrellas-Piccadilly & picnic table MPP
2023	Capital Equipment/Buildings

Capital TOTAL

Parks Maintenance 2023

2023	Sprinkler Parts (MPP)
2023	Dog Poo Stations (2) MPP & (1) Piccadilly
2023	Basketball Nets - MPP
2023	New trees MPP
2023	remove trees at Piccadilly
2023	Perma Bark - Piccadilly
2023	General Maintenance

Maintenance TOTAL

General Fund 2023

2023	Install panic button @ City Hall
2023	Pick-up - building department
2023	Security Cameras
2023	New Carpets CH
2023	Gutters on Police building

TOTAL

General Fund Maintenance Buildings 2023

	Police Building - outside electrical outlets
	Carpets cleaned (or replaced at CH: see above)
	Misc.
	Reserve for future building

TOTAL Major Maintenance

Police 2023

2023 K-9 dog
2023 update Office furniture & chairs
2023 Firearm armory tools
2023 Training Room - decoration, furniture
2023 Secured parking area/fence
2023 Enclosed Structure - proxy cards (if they don't do the fence above)
2023 Drone
2023 Plate carries/ plates (vests)
2023 Ballistic helmets
2023 Gas Masks
2023 Pepper ball gun (2)
2023 Extra Firearms
2023 Extra Computers
2023 New officer uniform setup
2023 handheld radio

TOTAL

Total of impact fee eligible

PW Equipment/Fleet/Buildings - 2023

2023 UTV Closed Cab & Dump Bucket
2023 PW Building Expansion/Desks/Computers
2023 Vac Truck
2023 Sweeper Truck **Reserve**
2023 Large Fabric Structure - material cover

TOTAL

rojects

1,700,000.00	carry forward 1.2M plus 500K new \$
	Design & construct
108,000.00	
180,000.00	
197,600.00	
\$ 2,185,600.00	

86,400.00	
260,000.00	carry forward \$125K from '22
70,200.00	
21,600.00	
5,400.00	
54,000.00	
5,400.00	
10,000.00	
\$ 513,000.00	

200,000.00	Land Acquisition
150,000.00	Land Acquisition
240,000.00	Land Acquisition
340,842.00	Land Acquisition
150,000.00	Land Acquisition
75,000.00	Land Acquisition
	future 2024
\$ 1,155,842.00	

200,000.00	Water meter conversion
47,081.00	New meters installed
15,450.00	
220,000.00	Boise St water line replacement in here \$25k carry forward
77,250.00	\$50k of this is carryforward from 2022
51,500.00	moved forward from '22
195,700.00	\$40K moved forward from '22 to '23
	Quarry Development should fund this w/ latecomer
165,100.00	
\$ 972,081.00	

7,000.00 see water system plan

	3,500.00
	5,500.00
	5,500.00
	3,000.00
	2,500.00
	14,000.00
	50,000.00
	1,000.00
\$	92,000.00

25,000.00 No construction FY'22 - check in with DEQ (get buy in from DEQ)
15,000.00

40,000.00 might be needed for equipment rental
10,000.00

200,000.00	Influent Pump Repair (W3 Utah) & Screen Rebuild
150,000.00	\$150K carry forward from '22
110,000.00	
	\$1,030,000. see engineering
266,600.00	
25,000.00	Blowers & Building
\$	841,600.00

200,000.00
10,300.00 just sewer portion
77,250.00
15,450.00
15,450.00
103,000.00 \$100K move from '22 to '23
309,000.00 \$300K move from '22 to '23
210,100.00
75,000.00 Includes SCADA and Electrical

\$	1,015,550.00
----	---------------------

50,000.00
50,000.00
283,250.00

41,200.00	
54,000.00	Sewer general plan
2,700.00	
10,000.00	
10,800.00	
75,000.00	
16,200.00	
<hr/>	
\$	593,150.00
<hr/>	

50,000.00	impact fee eligible
90,000.00	\$75K carry forward from '22
20,000.00	impact fee eligible
15,000.00	
14,000.00	impact fee eligible
17,600.00	
<hr/>	
\$	206,600.00
<hr/>	

5,000.00	
1,800.00	\$600. ea.
300.00	
4,000.00	
7,000.00	along creek (big ones)
4,000.00	
8,500.00	
<hr/>	
\$	30,600.00
<hr/>	

5,000.00	01.424.530
30,000.00	Carry forward from '22 to '23 Public Safety
20,000.00	01.424.530
20,000.00	01.424.530
15,000.00	01.424.530
<hr/>	
\$	90,000.00
<hr/>	

4,000.00	
3,000.00	
25,000.00	01.424.351
-	
<hr/>	
\$	32,000.00
<hr/>	

\$	15,000.00	
\$	3,000.00	
\$	1,000.00	impact fee eligible
\$	2,000.00	impact fee eligible
\$	4,000.00	impact fee eligible
\$	80,000.00	impact fee eligible
\$	18,000.00	impact fee eligible
\$	8,000.00	impact fee eligible
\$	3,000.00	impact fee eligible
\$	2,500.00	impact fee eligible
\$	5,000.00	impact fee eligible
\$	4,000.00	impact fee eligible
\$	3,500.00	impact fee eligible
\$	3,500.00	impact fee eligible
\$	7,500.00	impact fee eligible
<hr/>		
\$	160,000.00	
<hr/>		
\$	142,000.00	impact fee eligible

	19,000.00	\$14K carry forward from '22 to '23 sewer only
	88,000.00	split transportation, water, sewer, parks,
	550,000.00	split, trans 10, water 30, sewer 70,
	50,000.00	100% transportation
	150,000.00	Even split transportation, water, & sewer
<hr/>		
\$	857,000.00	
<hr/>		

Transportation	Parks	Water	Sewer	Collections
				19,000.00
17,600.00	17,600.00	17,600.00	17,600.00	17,600.00
55,000.00		110,000.00	192,500.00	192,500.00
50,000.00				
75,000.00		37,500.00	37,500.00	
197,600.00	17,600.00	165,100.00	266,600.00	210,100.00

Storm	PROOF
0	88,000.00
-	550,000.00
	50,000.00
	150,000.00
	<hr/>
-	857,000.00
	<hr/> <hr/>

2023 BUDGET CONSIDERATION

Project	Fund
Admin	General
Planning and Zoning	General
Parks	General
Middleton Place Park (IRRIGATION)	Parks
	Parks
Public Safety	
Flood Plain	Public Safety
Storm Water Permit	Storm Water
Tranportation Support	Transportation
Construction Management SH44 Traffic Signal	Transportation
Design 9th Street to Cemetery	Transportation
Cemetery Design	Transportation
Sawtooth CM	Transportation
Circulation Plan	Transportation
Road Maintenance Plan	Transportation
Water System Support	
General Eng. Support	Water
Bose Street Water Line Replacement	Water
Emergency Generator Well #8 Design	Water
Design Powder River Booster Station Bypass	Water
Boise River Bore, Well 10, Plan water South area	Water
Well 10 integration	Water
WWTP Support	Sewer
General Eng. Support	Sewer
WW Treatemet Process Water	Sewer
Influent Wet Well Rehabilitation	Sewer
30" Hartley Construcion Management	Sewer
Lift Station Generator specifications	Sewer
Final Design WWTP Expansion	Sewer
Pilot Study	Sewer
Mill Slough Phase I	
IPDES Permitting	Sewer

TOTAL ENGINEERING

General fund	\$	300,000.00
Parks	\$	15,000.00

Public Safety	\$	50,000.00
Transportation	\$	715,000.00
Water	\$	168,000.00
Sewer	\$	1,360,000.00
Storm Water	\$	-
<i>TOTAL:</i>	<i>\$</i>	<i>2,608,000.00</i>

Roster Engineering	City Engineer	Control Engineers	AME(Electrical)	Survey
	\$ 300,000.00			
\$ 15,000.00				
\$ 10,000.00				
\$ 40,000.00				
\$ 180,000.00				\$ 5,000.00
\$ 180,000.00				
\$ 250,000.00				
\$ 75,000.00				
\$ 25,000.00				
	\$ 10,000.00	\$ 25,000.00	\$ 10,000.00	\$ 5,000.00
\$ 20,000.00	\$ 8,000.00			
	\$ 10,000.00	\$ 15,000.00		
	\$ 15,000.00			
\$ 40,000.00	\$ 10,000.00			
\$ 117,000.00	\$ 25,000.00			
\$ 25,000.00	\$ 5,000.00			
\$ 15,000.00	\$ 5,000.00			
	\$ 3,000.00	\$ 15,000.00		
\$ 1,030,000.00	\$ 5,000.00			
\$ 60,000.00	\$ 20,000.00			
\$ 10,000.00	\$ 5,000.00			
\$ 15,000.00	\$ 5,000.00			
<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
\$ 2,107,000.00	\$ 426,000.00	\$ 55,000.00	\$ 10,000.00	\$ 10,000.00
<hr/>	<hr/>	<hr/>	<hr/>	<hr/>

Contract Engineer/Svc

\$	-
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\$	2,608,000.00
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