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**MIDDLETON CITY COUNCIL  
MAY 4, 2022**

The Middleton City Council meeting on May 4, 2022, was called-to-order at 5:34 p.m. by Mayor Steven Rule.

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

Pledge of Allegiance, Invocation: Lilly Bloomquest

**Action Items**

**A. Approve Amended Agenda**

**Motion:** Motion by Council President Kiser to approve the amended agenda as posted May 2, 2022, at 4:30 p.m. Motion seconded by Council Member O'Meara and approved unanimously.

**Information Items:**

Wastewater Treatment Plant Update and Timeline – Kasey Ketterling, T-O Engineering

Kasey Ketterling from T-O Engineering presented **Exhibit A** updating the council and those in attendance about the city's wastewater treatment plan and the current and predicted capacity.

**Action Items:**

1. Consent Agenda (items of routine administrative business) (**Action Items**) (**Exhibit B**)
  - a. Consider approving minutes for City Council April 20, 2022, regular meeting and the April 14, 2022, Community Open House.
  - b. Consider ratifying payroll for April 22, 2022, in the amount of \$115,294.83.
  - c. Consider approving accounts payable thru April 29, 2022, in the amount of \$105,327.64.
  - d. Consider approving the written Findings of Facts, Conclusions of Law and Order (FCO) for the Stonehaven Subdivision.

Mayor Rule called the items. Council President Kiser stated he had gone through the accounts payable, and nothing had changed since the check registers had been uploaded to the council drobox. Council Member Murray noted that the Community Open Hose was held on April 14, 2022 not April 20, 2022 as posted on the agenda.

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

2. Consider approving a Special Events Permit for the Middleton Chamber of Commerce and waving the associated fees for the Middleton Fourth of July Celebration to beheld on July 4, 2022. – Tamara Zimmerman (**Exhibit C**)

Mayor Rule called the agenda item, City Administrator Becky Crofts gave a brief explanation of the item stating that this item is seen before council every year and that she has no worries with issuing the permit and waving the fee as requested.

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**Motion:** Motion by Council President Kiser to approve a Special Events Permit for the Middleton Chamber of Commerce and waving the associated fees for the Middleton Fourth of July Celebration to be held on July 4, 2022. Motion was seconded by Council member O'Meara and carried unanimously.

3. Consider relocating the Middleton Market (Farmers Market) to Middleton Place Park and acknowledge the Middleton Chamber of Commerce as the market manager. – Becky Crofts **(Exhibit D)**

Mayor Rule called the agenda item and City Administrator Becky Crofts gave a brief background on the history of the market and the request of the Chamber. A brief Council discussion ensued.

**Motion:** Motion by Council President Kiser to relocate Middleton Market (Farmers Market) to Middleton Place Park and acknowledge the Middleton Chamber of Commerce as the market manager. Motion seconded by Council Member O'Meara and approved unanimously.

4. Consider approving the final plat application for the Bozic Subdivision on the condition that the following requests are approved: (1) request to vacate a 20' wide City sewer easement that is obsolete, (2) request for waiver of MCC 5-4-7.A.3 to allow bonding for streetlights/luminaries due to supply chain break down and (3) request for waiver of Supplement to ISPWC (pg. 18) to lower Hartley Lane intersection right of way from 150' to 50' which is all that is needed for the intersection traffic signal. – Roberta Stewart **(Exhibit E)**

Mayor Rule called the item and City Planning Official Robert Stewart presented a brief explanation on the waivers and conditions being sought with the approval of the final plat.

**Motion:** Motion by Council President Kiser to approve the final plat application for the Bozic Subdivision on the condition that the following requests are approved: (1) request to vacate a 20' wide City sewer easement that is obsolete, (2) request for waiver of MCC 5-4-7.A.3 to allow bonding for streetlights/luminaries due to supply chain break down and (3) request for waiver of Supplement to ISPWC (pg. 18) to lower Hartley Lane intersection right of way from 150' to 50' which is all that is needed for the intersection traffic signal. Motion was seconded by Council Member Huggins and approved unanimously by roll call vote.

**Motion:** Motion by Council President Kiser to approve the final plat application for Bozic Subdivision with the condition that the change to note number one needs to be changed from a 15-foot easement to 5 a foot easement. Motion was seconded by Council Member Huggins and carried unanimously by roll call vote.

**Amended Motion:** Motion by Council President Kiser to approve the final plat application for Bozic Subdivision with the conditions that the change to note number one needs to be changed from a 15-foot easement to 5 a foot easement and that the final plat is not signed until the city clerk receives the recorded deed documents in regards to Hartley lane and the city sets a time line of twenty four (24) months before cashing the developers bond and installing the street lights. Motion was seconded by Council Member Huggins and carried unanimously by roll call vote.

5. Consider approving the final plat application for Blue Meadows Subdivision No. 2. – Roberta Stewart **(Exhibit F)**

Mayor Rule called the item and City Planning Official Roberta Stewart presented the final plat to the council and those in attendance.



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**Motion:** Motion by Council President Kiser to the final plat application for Blue Meadows Subdivision No. 2. Motion was seconded by Council Member Huggins and carried unanimously by roll call vote.

Mayor Rule called for a break at 6:31 p.m. to sign the Middleton High School student's agenda. The meeting was called back to order at 6:37 p.m. by Mayor Rule.

6. **Public Hearing:** Proposed increase to certain existing fees by amounts that exceed five percent (5%) of the fee from the current fiscal year and impose new administrative, building, library and permit fee service fees beginning June 1, 2022. The fee increases or new fees are necessary to cover increased costs associated with these programs/services. – Becky Crofts (**Exhibit G**)

Mayor Rule called the item and opened the public hearing at 6:40 p.m. City Administrator Becky Crofts informed Council that the item before them was published in the Idaho Press Tribune and explained the reasoning for each added fee or change to current fees as show. Mrs. Crofts went on to explain that at the time of publication the city was requesting that the permit deposit fee for new residential construction was to be \$1,500 and the permit deposit fee for a new commercial building permit was to be \$5,000. However, after further review it was determined that the fees should be set at \$1,000 for a new residential construction and \$2,500 for a new commercial construction.

Public Comment:

- Janet Gibson – 945 Harvest, Middleton, ID – Mrs. Gibson wanted to know why the city isn't raising the fees even more to cover more than the bare minimum cost of work done by the city employees. City Attorney Douglas Waterman explained that per State of Idaho Code, a city can only charge fees at a match to the actual cost proved by the city.

Mayor Rule closed the public hearing at 6:53 p.m.

**Motion:** Motion by Council President Kiser to increase to certain existing fees by amounts that exceed five percent (5%) of the fee from the current fiscal year and impose new administrative, building, library and permit fee service fees beginning June 1, 2022. The fee increases or new fees are necessary to cover increased costs associated with these programs/services. Motion seconded by Council Member O'Meara and approved unanimously.

7. Consider approving Resolution 468-22 a resolution of the Middleton City Council, Middleton, Canyon County, Idaho, to increase certain exiting fees by amounts that exceed five percent (5%) of the fee from the current fiscal year and impose new service fees beginning June 1, 2022 and providing an effective date. - Becky Crofts (**Exhibit H**)

Mayor Rule called the item. City Administrator Becky Crofts informed council that this resolution was to make the pervious public hearing official and set the new fees with an effective date.

**Motion:** Motion by Council President Kiser to approve Resolution 468-22 a resolution of the Middleton City Council, Middleton, Canyon County, Idaho, to increase certain exiting fees by amounts that exceed five percent (5%) of the fee from the current fiscal year and impose new

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service fees beginning June 1, 2022 and providing an effective date and setting the New Residential Building Permit Deposit Fee at \$1,000 instead of \$1,500 and the New Commercial Building Permit Deposit fee at \$2,500 instead of \$5,000. Motion was seconded by Council Member O'Meara and carried unanimously by roll call vote.

8. Consider approving a proposal for an audio-visual system for livestreaming City Council meetings by Neurilink in an amount not to exceed \$7,653.65. – Becky Crofts (**Exhibit I**)

Mayor Rule called the item. City Administrator Becky Crofts stated that the city received two quotes regarding the installation of a livestreaming system. The proposal before council tonight was a more inclusive quote and the administration felt would be a better partner with the current setup that the city has in place already. Mrs. Crofts went on to state that the city hopes that within three to five weeks from approval the city should be able to start livestreaming the city meetings on the city's very own YouTube channel.

**Motion:** Motion by Council President Kiser to approve a proposal for an audio-visual system for livestreaming City Council meetings by Neurilink in an amount not to exceed \$7,653.65. Motion was seconded by Council Member O'Meara and carried unanimously.

#### **Public Comments**

- Mike Graefe – 1889 Ridge Way, Middleton – Mr. Graefe stated that with higher density there comes less ground to absorb things such as rainwater which then in turn ends up in the treatment plant to be processed. Mr. Graefe wanted to know what happens once the treatment plant reaches capacity due to this and other concerns with high density growth. City Administrator Becky Crofts explained that the city engineer looks at the EDU's that are currently available at the treatment plant and then in turn reserves the amount of capacity needed for the new development that is being reviewed. This then gets subtracted from the declining balance. This declining balance is closely watched to determine where the city capacity is and if the treatment plant needs to be changed or upgraded.

#### **Information Item:**

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

Mayor Rule called the agenda item and City Treasurer Wendy Miles, and City Administrator presented a workshop to council regarding fees, revenues and staffing for the upcoming Fiscal Year 2023 budget. Public Works Director Jason VanGilder and Police Chief Alan Takeuchi presented the council with new staffing requests for the current and future fiscal year.

#### **Action Item:**

1. **Executive Session:** (Idaho Code 74-206(1)(f)) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

**Motion:** Motion by Council President Kiser to enter executive session per (Idaho Code 74-206(1)(f)) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. Motion was seconded by Council Member O'Meara and carried unanimously by roll call vote.



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The Middleton City Council entered into executive session at 8:50 p.m.

Mayor Rule brought the Middleton City Council out of executive session at 9:20 p.m.

9. Consider a response to the letter from Andrea Nielsen regarding the City of Star Area of City Impact negotiations.

Mayor Rule called the agenda item and stated for the record that the council had discussions and information was exchanged concerning the matter. Mayor Rule expressed that the letter from white Petersen asked the City of Middleton to enter mediation rather than direct meetings. Mayor Rule directed that council that he needed a response to the letter in a direction that the city would like to go.

**Motion:** Motion by Council President Kiser to forgo the mediation, as a council we believe that it's in the best interest of Middleton and Star residents that forgo and meet directly to resolve this issue. Motion was seconded by Council Member O'Meara and carried unanimously by roll call vote.

**Mayor and Council Comments**


- City Administrator Becky Crofts – Mrs. Crofts mentioned that well number five (5) located at Cemetery Rd, over the last weekend either had a power surge or lightning strike. She stated that she had been in touch with Idaho Power and that they had sated that there had been some lighting strikes in the area but that they did not see any power surges but that they would get their engineer in touch with the city as they have been doing some repairs in and around that area. Due to this the electrical panel on the well was completely blown out.

**Adjourn:** Mayor adjourned the city council meeting at 9:44 PM.

ATTEST:



Dawn Goodwin, Deputy Clerk  
Minutes Approved: May 18, 2022

  
Steven J. Rule, Mayor

# **EXHIBIT “A”**



# Wastewater Treatment Plant Status Update

Kasey Ketterling, P.E.



1

Wastewater Treatment Plant Status Update  
Kasey Ketterling, P.E.



## WWTP Critical Components

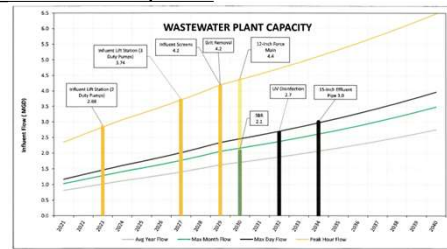


Figure 1 from Middleton WWTP 2022 Declining Balance Technical Memorandum dated 4/29/2022.

4

Wastewater Treatment Plant Status Update  
Kasey Ketterling, P.E.



## WWTP Efforts In Progress

### Facility Plan Update

Completed in March. Reviewed and approved by DEQ

### Declining Balance Update

Completed in April

### Headworks Upgrades

Currently in Design

Preparing Scope to add in a 4<sup>th</sup> Influent Pump

### WWTP Design

Currently developing scope for council approval in June 2022

### New NPDES Permit Issuance

Unknown ????

2

Wastewater Treatment Plant Status Update  
Kasey Ketterling, P.E.



## WWTP Critical Components

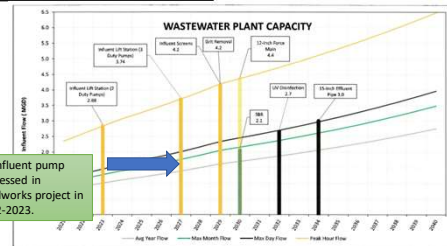


Figure 1 from Middleton WWTP 2022 Declining Balance Technical Memorandum dated 4/29/2022.

5

Wastewater Treatment Plant Status Update  
Kasey Ketterling, P.E.



## Planning Assumptions

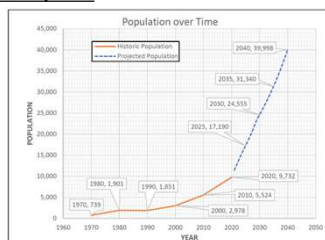


Chart 1 from Middleton Facility Plan Addendum by T-O Engineers dated 2/8/2022. Approved by DEQ 3/28/2022.

3

Wastewater Treatment Plant Status Update  
Kasey Ketterling, P.E.



## WWTP Critical Components

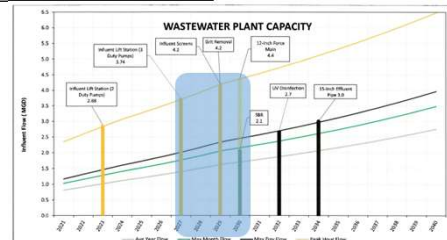


Figure 1 from Middleton WWTP 2022 Declining Balance Technical Memorandum dated 4/29/2022.

6

Wastewater Treatment Plant Status Update  
Kasey Ketterling, P.E.



### WWTP Critical Components

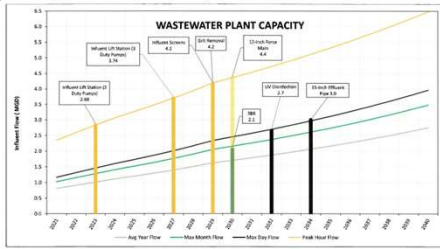


Figure 1 from Middleton WWTP 2022 Declining Balance  
Technical Memorandum dated 4/29/2022.

7

## Wastewater Treatment Plant Status Update

Kasey Ketterling, P.E.



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Wastewater Treatment Plant Status Update  
Kasey Ketterling, P.E.



### WWTP Critical Components

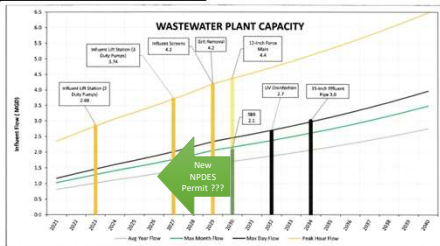


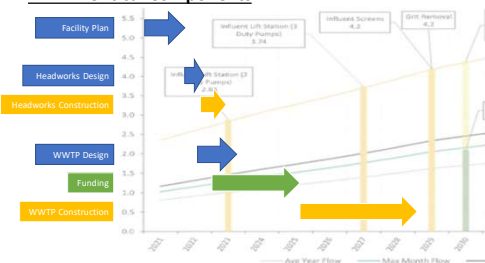
Figure 1 from Middleton WWTP 2022 Declining Balance  
Technical Memorandum dated 4/29/2022.

8

Wastewater Treatment Plant Status Update  
Kasey Ketterling, P.E.



### WWTP Critical Components



9



# **EXHIBIT “B”**



# Middleton City Council

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

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

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

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

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

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



Report for the hearing date of April 20, 2022, Exhibit "1".

**C. Decision and Order:**

Pursuant to the City Council's authority as provided in Middleton City Code 1-5-2, and based upon the above Findings of Facts and Conclusions of Law, it is hereby **decided and ordered:**

That the application of Todd Campbell/TBC Holdings, LLC and Jay Walker/Kimley-Horn for Annexation and Zone Change with respect to the 3.86 acres adjacent to the Stonehaven Subdivision located at 0 Hartley Lane (Tax Parcel No. R344420120) is approved subject to the following condition of approval:

1. Applicant/Developer to comply with all conditions of approval set forth in the Staff Report for the April 20, 2022, public hearing.

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

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Steven J. Rule  
Mayor, City of Middleton

Attest:

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Jennica Reynolds  
Planning and Zoning Department

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

Exhibit “1”

Staff Report

City Council Hearing





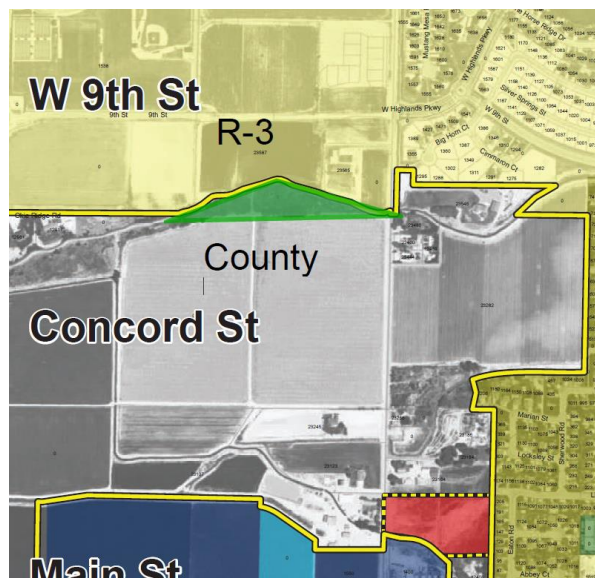
# STAFF REVIEW AND REPORT

## Middleton City Council

### Stonehaven Annexation and Zone Change



- A. **City Council Hearing Date:** April 20, 2022
- B. **Applications:** Annexation and Zone Change of approximately 3.86 acres adjacent to the Stonehaven Subdivision located at 0 Hartley Lane (Tax Parcel No. R344420120). The proposed zoning is R-3.
- C. **Current Zoning & Property Condition:** The property is currently located in Canyon County and zoned Agriculture.



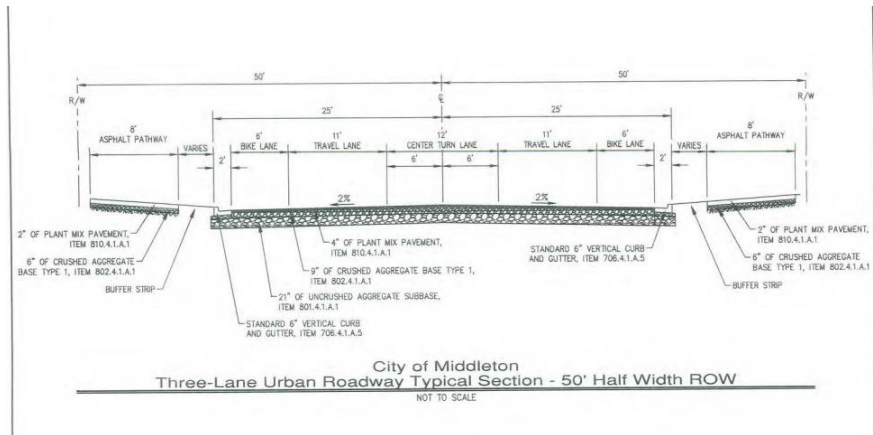
- D. Annexation:** The Applicant is requesting the entire 3.86-acre parcel to be annexed into the City of Middleton. Previously in December 2020 the City Council approved the Stonehaven Amended Preliminary Plat. At that time the City agreed to accept the parcel as the open space required for the subdivision as required by MCC 5-4-10-10. The FCO states as a condition of approval, the parcel “must be annexed and remain as a natural preserve, unimproved with wildlife habitat and connected by a pedestrian bridge to Durness Bay Ave” before the City will issue building permits for lots in Phase 6. (Exhibit “A”)

The parcel is currently unimproved. It is overgrown with weeds and bramble and the entire parcel slopes gradually down to a ditch bank. If the City requires the parcel to remain an unimprovable public site as stated in the FCO does not benefit the residents because unimproved parcels can have a tendency to become weedy and unsightly, as well as fire hazards. To ensure benefit to all residents the parcel designation should change to allow for future improvements to be made should the City choose to do so. This designation change will still require the parcel to remain a public park/open space.

According to Idaho State Code 50-222 there are primarily three requirements for Annexation: (1) the property is contiguous to City limits (2) City sewer and water can be extended to the serve the site, and (3) the annexation is deemed to be an orderly development of the City allowing efficient and economical extension of City services.

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

In addition, MCC 5-4-10-2 requires that developers do all the frontage and half road improvements adjacent their parcel. This parcel is adjacent to Hartley Road, which is identified on the Middleton Supplement to the ISPWC as a Three-Lane collector road with a landscape buffer and an 8 foot asphalt pathway. As a condition of approval the Stonehaven Developer will be required to construct these improvements.



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

1. The previous designation of the parcel as ordered in the December 2020 FCO as a natural preserve to be changed to designate the parcel for use as a public park/open space.
2. The Developer/City shall complete the annexation process with the State Tax Commission, prior to the City issuing building permits for Phase 6.
3. The Developer shall construct a pedestrian bridge to Durness Bay Ave prior to the City issuing building permits for Phase 6.
4. The Developer shall improve Hartley (frontage and ½ road improvements) at the location where the parcel abuts Hartley and then dedicate those improvements to the City. These improvements will be done in conjunction with improvements completed for Stonehaven Phase 8.
5. The Developer shall improve 25% of the irrigation crossing to the parcel, or if it is not ready for improvement, then the Developer will make a 25% payment in lieu. Payment to be received by Final Plat approval of Stonehaven Phase 8.
6. Prior to Final Plat approval of Stonehaven Phase 8 the Developer shall deed the parcel to the City for use as a future public park/open space.

**D. Zone Change:** The Applicant is requesting the zoning of the parcel to be changed from County Agriculture to City R-3 (Single-Family Residential) for use as a park or other open space amenity. Parks are an allowable use in the R-3 zone.

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

*Planning staff finds the Zone Change (1) will not adversely affect the City's ability to deliver services because the site will not have any residential building lots, thus negating the need for City services, and (2) as will be shown below the project is in harmony with the Comprehensive Plan.*

**F. Comprehensive Plan & Land Use Map:** The Applicant's project conforms with the Comprehensive Plan's Future Land Use Map because on the map the project area is

designated as Residential (blue color). Parks and open space are an allowable use in this area and match the Residential Use planned for the site.



In regard to *Middleton’s 2019 Comprehensive Plan*, the project complies with the *Goals, Objectives, and Strategies* as follows:

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

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

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

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

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

<b>K. Notices:</b>	<b>Dates:</b>
Neighborhood Meeting	10/27/2021
Newspaper Notification	4/3/2022
Radius notification mailed to Adjacent landowners within 300'	4/1/2022



Circulation to Agencies

4/1/2022

Sign Posting property

4/1/2022

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

**L. Applicable Codes and Standards:**

Idaho Code Secs., 67-6503, 67-6509, 67-6511, 67-6513, 50-222, 50-1301 through 50-1329.

Idaho Standards for Public Works Construction, the Middleton Supplement to the Idaho Standards for Public Works Construction.

Middleton City Code 1-14, 1-15, 5-1, 5-2, 5-3, and 5-4.

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

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

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

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

**Conclusions of Law:** Planning Staff finds that the City Council has the authority to hear the applications and to approve or deny the applications. In addition, Planning Staff notes that all public notice requirements were met. Planning Staff further identified the portions of the Idaho State Code and Middleton City Code to be considered in making a decision on the applications. If the public hearing is held and conducted according to Idaho State Statute and the Middleton City Code, then City Council may pass a motion to accept the *Conclusions of Law* presented in the staff report and public hearing.

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

1. The previous designation of the parcel as ordered in the December 2020 FCO as a natural preserve to be changed to designate the parcel for use as a public park/open space.
2. Developer to complete the annexation process with the State Tax Commission, prior to the City issuing building permits for Phase 6.

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

Lastly, if City Council denies the applications, Middleton City Code 1-14-2E(8) requires that the City Council “identify what the Applicant can modify in the application” in order for the application to be approved.”

Prepared by Planning Deputy Clerk, Jennica Reynolds

Dated: 4/14/2022

Exhibit “A”

FCO December 2020



# CITY OF MIDDLETON

## City Council

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### Stonehaven Amended Preliminary Plat

October 20, 2020 Application

November 9, 2020 P&Z Approval

November 18, 2020 CC Approval

December 2, 2020 CC FCO's

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

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## SUMMARY OF THE REQUEST

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

## FINDINGS OF FACT

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





## CITY OF MIDDLETON City Council

### CONCLUSIONS OF LAW

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

### DECISION

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

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

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

### NOTICE

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

Signed: December 2, 2020.

  
Steven J. Rule, Mayor

Attest:

  
Bruce Bayne,  
Planning and Zoning Official

# Exhibit “B”

## Comments from Planning Staff

## Jennica Reynolds

---

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

Team,

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

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

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

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

Thanks,

*Jennica Reynolds*

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

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

Jennica and all,

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

Kind regards – enjoy Friday,

**Jay Walker**, Principal

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



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

As of July 1, 2021, announces...

## Jay Walker

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**Sent:** Thursday, October 28, 2021 5:22 PM

**To:** Walker, Jay <[Jay.Walker@kimley-horn.com](mailto:Jay.Walker@kimley-horn.com)>; Todd Campbell <[tddcampbell@gmail.com](mailto:tddcampbell@gmail.com)>

**Cc:** Roberta Stewart <[rstewart@middletoncity.com](mailto:rstewart@middletoncity.com)>

**Subject:** Stonehaven #6 Annexation application

Gentlemen,

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

Thank You,

*Jennica Reynolds*

Deputy Clerk, Planning

City of Middleton

208-585-3133

[jreynolds@middletoncity.com](mailto:jreynolds@middletoncity.com)



Exhibit “C”

Comments from  
Surrounding  
Landowners

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

---

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

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

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

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

Sincerely,

Elizabeth Beach  
567 Mountain St  
Middleton, ID 83644

Sent from my iPhone

# Exhibit “D”

## Comments from Agencies

**Boise Office**

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

**Challis Office**

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

**Twin Falls Office**

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

Fax (all offices)  
(208) 629-7559



# SAWTOOTH LAW

## OFFICES, PLLC

March 7, 2022



David P. Claiborne

S. Bryce Farris

Evan T. Roth

Daniel V. Steenson

Andrew J. Waldera

Brian A. Faria

Patxi Larrocea-Phillips

John A. Richards

Matthew A. Sturzen

Katie L. Vandenberg-Van Vliet

James R. Bennetts (retired)

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

Re: Stonehaven Subdivision - Annexation/Zone Change

Dear Ms. Reynolds:

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

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

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

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

Please contact me if you have any questions.

Yours very truly,

S. Bryce Farris

**www.sawtoothlaw.com**

Attorneys licensed in Idaho, Montana, Oregon and Washington





## Middleton Planning & Zoning Commission

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

---

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

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

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

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

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

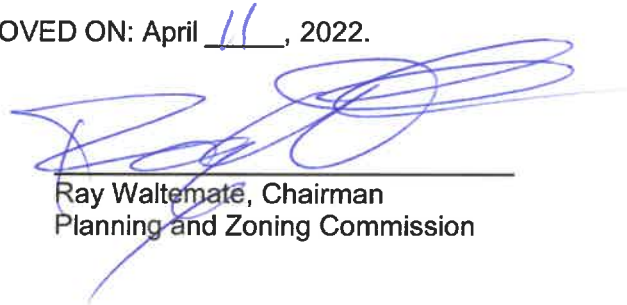
attached Staff Report for the hearing date of March 14, 2022, Exhibit "1".

**C. Decision and Recommendation:**

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

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

WRITTEN RECOMMENDATION APPROVED ON: April 11, 2022.



Ray Waltemate, Chairman  
Planning and Zoning Commission

Attest:



Jennica Reynolds  
Planning and Zoning Department

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

Exhibit “1”

Stonehaven Annexation

Staff Report

P&Z Hearing

3-14-2022



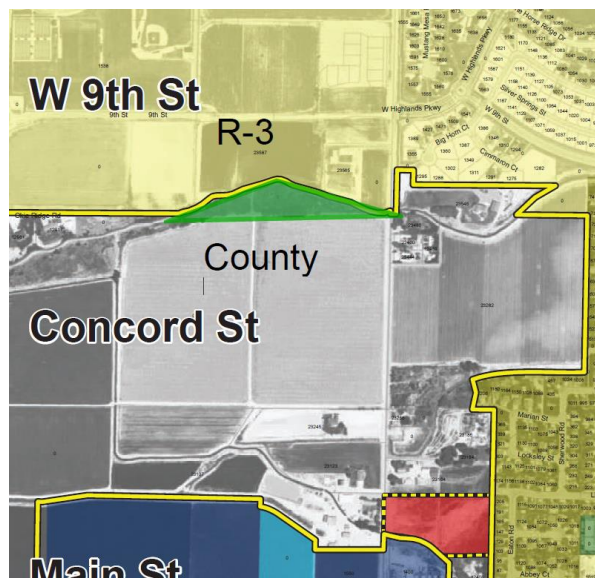
# STAFF REVIEW AND REPORT

## Middleton Planning and Zoning Commission

### Stonehaven Annexation and Zone Change



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



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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

Exhibit “A”

FCO December 2020



# CITY OF MIDDLETON

## City Council

---

### Stonehaven Amended Preliminary Plat

October 20, 2020 Application

November 9, 2020 P&Z Approval

November 18, 2020 CC Approval

December 2, 2020 CC FCO's

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

---

## SUMMARY OF THE REQUEST

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

## FINDINGS OF FACT

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



## CITY OF MIDDLETON City Council

### CONCLUSIONS OF LAW

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

### DECISION

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

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

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

### NOTICE

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

Signed: December 2, 2020.

  
Steven J. Rule, Mayor

Attest:

  
Bruce Bayne,  
Planning and Zoning Official

# Exhibit “B”

## Comments from Planning Staff

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**Attachments:** Stonehaven Annex Notice - Posting Box - PZ 3-14-2022.pdf

Team,

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

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

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

Thanks,

*Jennica Reynolds*

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

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**To:** Jennica Reynolds <jreynolds@middletoncity.com>; Todd Campbell <tddcampbell@gmail.com>; Dean Waite <pm.tccinc@gmail.com>; Amy Lavery <estimating.tcc@gmail.com>  
**Cc:** Roberta Stewart <rstewart@middletoncity.com>; Scheibner, Alec <Alec.Scheibner@kimley-horn.com>; Candrian, Connor <Connor.Candrian@kimley-horn.com>  
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Jennica and all,

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

Kind regards – enjoy Friday,

**Jay Walker**, Principal

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



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

As of July 1, 2021, announces...

## Jay Walker

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

**Kimley-Horn** | Direct 208.906.0883 | Mobile: 208.484.4479

<https://www.kimley-horn.com/>

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---

**From:** Jennica Reynolds <[jreynolds@middletoncity.com](mailto:jreynolds@middletoncity.com)>

**Sent:** Thursday, October 28, 2021 5:22 PM

**To:** Walker, Jay <[Jay.Walker@kimley-horn.com](mailto:Jay.Walker@kimley-horn.com)>; Todd Campbell <[tddcampbell@gmail.com](mailto:tddcampbell@gmail.com)>

**Cc:** Roberta Stewart <[rstewart@middletoncity.com](mailto:rstewart@middletoncity.com)>

**Subject:** Stonehaven #6 Annexation application

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Thank You,

*Jennica Reynolds*

Deputy Clerk, Planning

City of Middleton

208-585-3133

[jreynolds@middletoncity.com](mailto:jreynolds@middletoncity.com)



Exhibit “C”

Comments from  
Surrounding  
Landowners

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

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

Sincerely,

Elizabeth Beach  
567 Mountain St  
Middleton, ID 83644

Sent from my iPhone

# Exhibit “D”

## Comments from Agencies

**Boise Office**

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

**Challis Office**

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

**Twin Falls Office**

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

Fax (all offices)  
(208) 629-7559



# SAWTOOTH LAW

## OFFICES, PLLC

March 7, 2022



David P. Claiborne

S. Bryce Farris

Evan T. Roth

Daniel V. Steenson

Andrew J. Waldera

Brian A. Faria

Patxi Larrocea-Phillips

John A. Richards

Matthew A. Sturzen

Katie L. Vandenberg-Van Vliet

James R. Bennetts (retired)

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

Re: Stonehaven Subdivision - Annexation/Zone Change

Dear Ms. Reynolds:

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

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

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

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

Please contact me if you have any questions.

Yours very truly,

S. Bryce Farris

**www.sawtoothlaw.com**

Attorneys licensed in Idaho, Montana, Oregon and Washington

# **EXHIBIT “C”**



# CITY OF MIDDLETON

P O Box 487, MIDDLETON, ID 83644

PHONE 208-585-3133

[WWW.MIDDLETONIDAHO.US](http://WWW.MIDDLETONIDAHO.US)

## ADMINISTRATION

### SPECIAL COMMUNITY EVENTS

#### APPLICATION/AGREEMENT/PERMIT

REV 4/22

Date: 4-22-2022

Middleton City Code Section 3-2 Special Events.

#### I. General Information:

Event Name: 4th July parade and park events

Event Dates(s) / Time(s): 07-04-2022 11:00 am

Event Location: Parade map attached and Middleton Place Park

#### II. Applicant / Sponsoring Organization Information:

Applicant Name: Middleton Chamber of Commerce

Sponsoring organization Name: Middleton Chamber

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

Address: PO Box 434

City: Middleton State: ID Zip: 83644

Phone: 208-899-2407; Cell Phone: 208-899-2407

Fax: \_\_\_\_\_; Email: info@middletonchamber.org

On-Site/Emergency Contact Name: Tamera Zimmerman

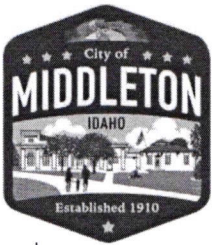
Address: 3 W Main

City: Middleton State: ID Zip: 83644

Cell Phone: 208-899-2407; Email: \_\_\_\_\_

#### III. Brief Description and Purpose of Event:

4th July Celebration



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### SPECIAL COMMUNITY EVENTS

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REV 4/22

#### IV. Street Closure Request:

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

1. Main, Dewey, Triumph Dr, Middleton Rd, Concord
2. \_\_\_\_\_
3. \_\_\_\_\_

No permanent alteration to the street will be permitted.

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

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

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

#### Information:

- I. Does the event involve the sale or use of alcoholic beverages? Yes ☒ No \_\_\_\_\_.  
If yes, an Alcohol Beverage Permit may be required.
- II. Does the event involve the sale or distribution of food? Yes ☒ No \_\_\_\_\_.  
If yes, a Temporary Food Establishment Permit (South West District Health Department (208) 455-5300) and a vendor permit (City of Middleton) may be required, with copy to the City.
- III. Does the event involve the sale of non-food items? Yes ☒ No \_\_\_\_\_.- IV. Will there be entertainment at the event? Yes ☒ No \_\_\_\_\_.  
If yes, please provide the following information:  
Dance component/open floor: flatbed trailer  
Live or recorded music: \_\_\_\_\_  
Amplification: \_\_\_\_\_  
Start and end time of entertainment: 11-3 pm  
Refer to Middleton City Code Section \_\_\_\_\_ Noise.





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REV 4/22

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

VI. TEMPORARY STRUCTURES.

Will there be any temporary structures on the event site? Yes \_\_\_\_\_ No ☒

Number of stages: 1 Size of stage(s): trailer

Number of Tents: \_\_\_\_\_ Size of tent(s) \_\_\_\_\_

Inspection of temporary structures may be required and applicant is obligated to pay any inspection fee. Inspection / permit may be required for a tent by the Middleton Rural Fire District.

VII. Does the event involve use of fireworks, rockets, pyrotechnics? Yes \_\_\_\_\_ No ☒

Where and when?

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

VIII. Will portable toilets for the public be provided? Yes ☒ No \_\_\_\_\_

IX. Will electrical hookup for the event be required? Yes ☒ No \_\_\_\_\_ ?

Electrical inspection / permit may be required.

X. Will a generator(s) be used? Yes ☒ No \_\_\_\_\_

XI. Will access to water be required for the event? Yes ☒ No \_\_\_\_\_

XII. Will signs and/or banners be displayed as part of the event? Yes ☒ No \_\_\_\_\_

A sign permit may be needed from the City of Middleton.

XIII. Will this event be marketed, promoted, or advertised? Yes ☒ No \_\_\_\_\_

XIV. Will there be live media coverage of the event? Yes \_\_\_\_\_ No ☒ ?

XV. PARKING:

How will parking be accommodated for this event for all patrons, vendors, service providers, and event staff? parking lots, side roads, park itself

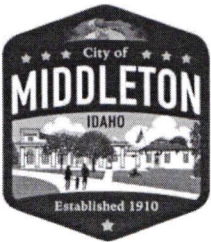
for vendors

XVI. REFUSE / GARBAGE:

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

Have Republic Service boxes and  
will dispose in big garbages

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



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## ADMINISTRATION

### SPECIAL COMMUNITY EVENTS

### APPLICATION/AGREEMENT/PERMIT

REV 4/22

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

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

XIX. INSURANCE, FEE.

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

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

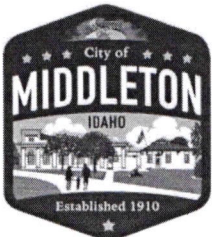
XX. INDEMNIFICATION / HOLD HARMLESS AGREEMENT / AGREEMENT FOR LIABILITY AND COSTS.

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

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

Middleton Chamber (Applicant / Organization / Permittee) from liability under this application / permit. This application / permit shall apply whether or not such insurance





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## ADMINISTRATION

### SPECIAL COMMUNITY EVENTS

### APPLICATION/AGREEMENT/PERMIT

REV 4/22

policies have been determined to be applicable to any of such damages or claims for damages.

Middleton Chamber (Applicant / Organization / Permittee) shall reimburse the City of Middleton for all costs and expenses that may be incurred by or on behalf of the Special Event (including but not limited to fees and charges of attorneys and other professionals and court costs incurred by the City of Middleton in enforcing the provisions of this permit.

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

All insurance companies shall be required to add the City of Middleton, its officers, agents and employees as additional insured by endorsement under the insurance policy and shall stipulate that this insurance policy will operate as primary insurance under this Agreement and that no other insurance affected by the City of Middleton or other named insured will be called upon to contribute to a loss covered there under. The policy shall contain no special limitations on the scope of protection afforded to the City, its officers, employees or agents unless approved in writing by the City of Middleton.

IN WITNESS WHEREOF, Middleton Chamber (Applicant / Organization Representative/ Permittee) has made and entered into this Agreement with the City of Middleton as of this 22 day of April, 2022.

#### APPLICANT / ORGANIZATION REPRESENTATIVE

[Signature]  
Signature

Date: 4-22-22

Tamara Zimmerman Chamber President  
Print name / Organization Name and Representative Title

#### OFFICE USE ONLY

Application Received: \_\_\_\_\_

Fee Received: \_\_\_\_\_



## CITY OF MIDDLETON

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### ADMINISTRATION

#### SPECIAL COMMUNITY EVENTS

#### APPLICATION/AGREEMENT/PERMIT

REV 4/22

Insurance Certificate Received: \_\_\_\_\_

Application Approved by City Council : \_\_\_\_\_

Application Denied: \_\_\_\_\_

Permit is hereby issued this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
City Clerk

Notes: \_\_\_\_\_

# Activities at Middleton Place Park 9am – 3pm



## Train Ride & Face Painting

By Blue Legacy  
Dance Team

## Kid's Carnival

By Grace Bible Church

Face Painting

Bounce  
Houses by  
Eagle Land  
Surveying

## Bounce House

Middleton  
Music  
Academy

## Dunk Tank

~~Dunk Tank  
by Holmes of  
Idaho~~

## Food Court

In Order North  
to South:

- Bob's Kettle Corn
- Grubbin BBQ
- Tiki's Shaved Ice
- Jammi's Dawgs
- Maul Wow! Smoothies
- Tacos Christy
- Fresh Squeezed Lemonade
- The Rustic Oven

Die  
Taking

Watermelon  
Eating Contest

Watermelon  
Eating  
Contest by  
Ridley's

## Vendor Court

Band Stage

Food Court

## Car Show

Beer Garden  
by Crescent Brewery

## Vendor Court

- Cotton Candy Kids
- Middleton School District
- Scentsy
- Simple Harvest
- Color Street Nails
- Paparazzi Jewelry & Accessories
- Reflections Dog Training
- Middleton Rocks

2

1

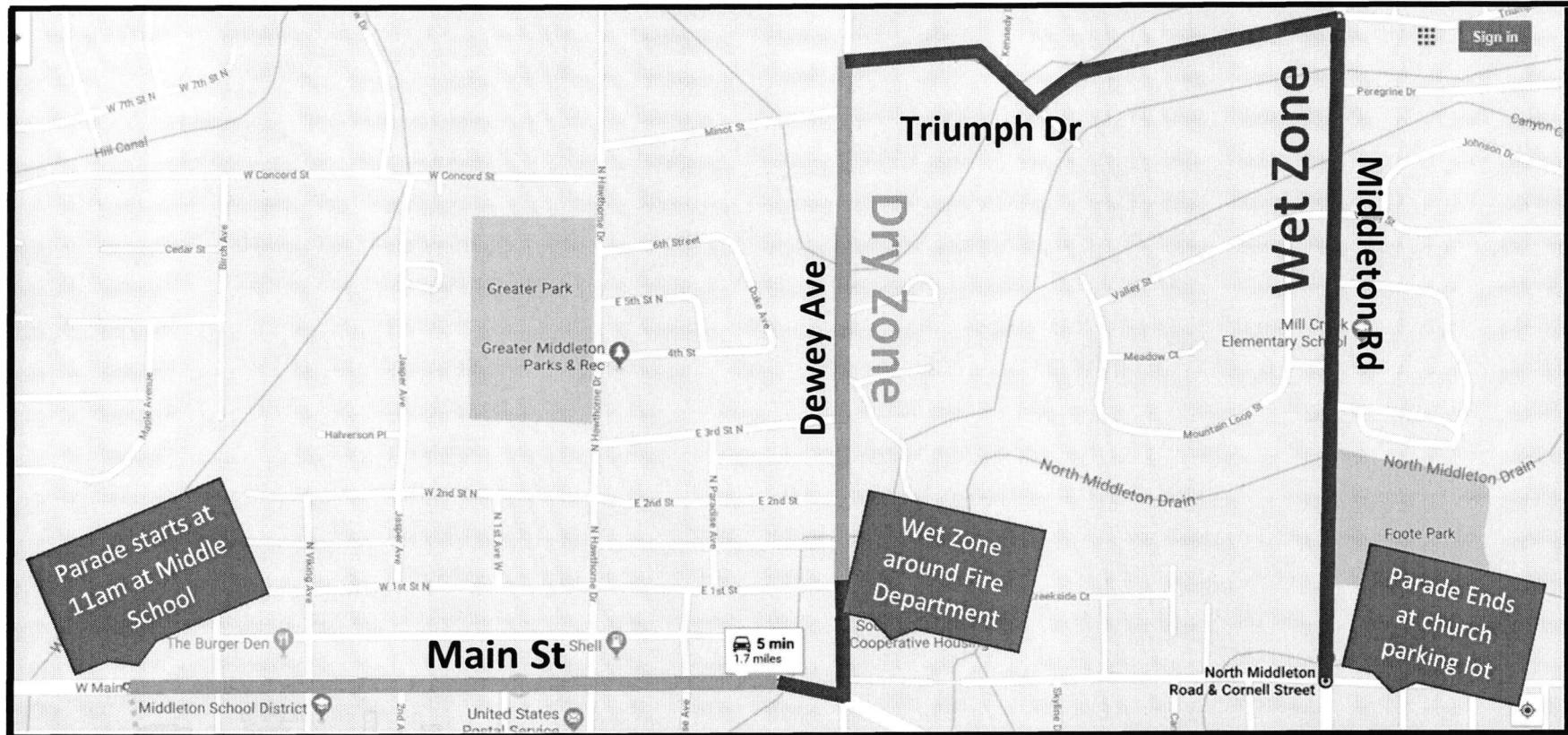
X

1

1



# MIDDLETON 4<sup>th</sup> of July PARADE ROUTE



Middleton  
Chamber of Commerce

Middleton's 4th of July Parade is known for our crowd-friendly water fight. If you choose to be in the WET ZONE portion of the parade, this means you are armed and ready to douse the spectators with all you got.

If you choose to sit in the WET ZONE portion of the parade, you are prepared as a spectator to be fired upon or to fire back. This does not mean the entire parade route is a free-for-all water fight. Be respectful of the crowd and parade participants who do not wish to get wet. They have chosen to ride or sit in the DRY ZONE. Please do not fire water from or in the DRY ZONE. Thank you for your participation in the Middleton 4th of July Parade. The wet zone is part of what makes our parade unique.



# **EXHIBIT “D”**

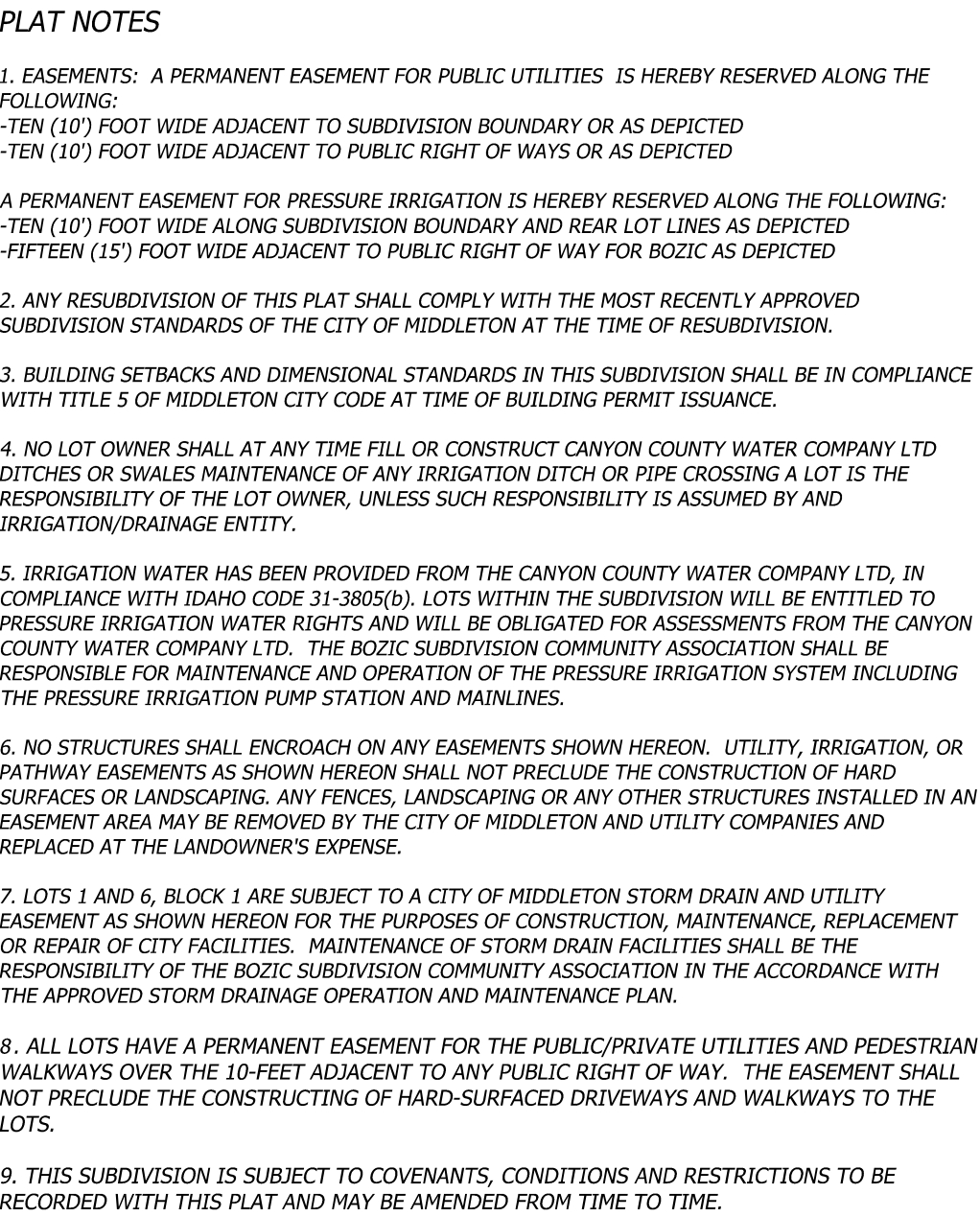


R18251

T 14036

7461

# **EXHIBIT “E”**








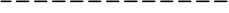






LINE	BEARING	DISTANCE
L1	N 45°33'49" E	70.98'

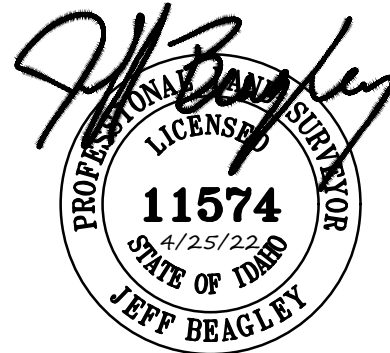
## SURVEYORS NARRATIVE

SAWTOOTH LAND SURVEYING WAS CONTRACTED BY THE NICK J. GUHO FAMILY TRUST TO PREPARE THE SUBDIVISION PLAT AS SHOWN HEREON.

THE BOUNDARY FOR THIS PLAT WAS CREATED BY THIS OFFICE WITH RECORD OF SURVEY INSTRUMENT NUMBER 2018-057488. THE MONUMENTS SHOWN HEREON WERE FOUND AND ACCEPTED FOR THIS SURVEY. THE 1/2" REBAR MONUMENTS FOUND ALONG THE BOUNDARY OF THE SUBDIVISION WERE REPLACED WITH 5/8" REBAR WITH CAPS PLS 11574.

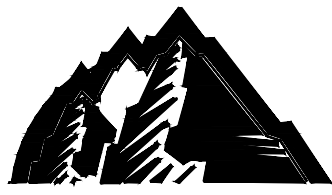
### LEGEND

- |   |  |
|---|--|
|  | SUBDIVISION BOUNDARY LINE                  |
|  | EXISTING DEED OR LOT LINE                  |
|  | CENTERLINE                                 |
|  | LOT LINE                                   |
|  | SECTIONAL LINE                             |
|  | EASEMENT                                   |
|  | FOUND 5/8" REBAR/CAP PLS 14221 OR AS NOTED |
|  | FOUND ALUMINUM CAP                         |
|  | FOUND BRASS CAP                            |
|  | SET 5/8" REBAR/CAP PLS 11574               |
|  | SET 1/2" REBAR/CAP PLS 11574               |
|  | LOT NUMBER                                 |



## REFERENCES

- R1) RECORD OF SURVEY INST. NO. 2018-057488  
R2) BEESON'S CORNER SUBDIVISION, BOOK 25 OF PLATS, PAGE 49, CANYON COUNTY RECORDS  
R3) BIGELOW'S SUBDIVISION, BOOK 2 OF PLATS, PAGE 77, CANYON COUNTY RECORDS  
R4) NOTTINGHAM GREEN SUBDIVISION NO. 1, BOOK 29 OF PLATS, PAGE 45, CANYON COUNTY RECORDS  
R5) WARRANTY DEED INST. NO. 2019-039109  
R6) RECORD OF SURVEY INST. NO. 2018-057310  
R7) RECORD OF SURVEY INST. NO. 1998029618



2030 S. WASHINGTON AVE.  
EMMETT, ID 83617  
(208) 398-8104  
FAX (208) 398-8105

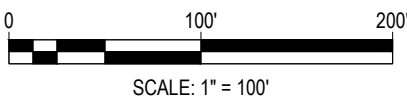
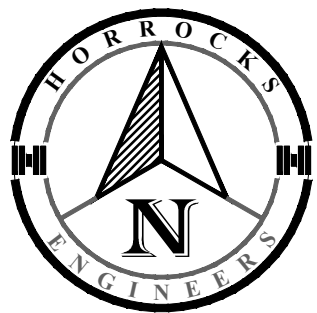
WWW.SAWTOOTHLS.COM

SHEET:	DATE:	DRAWN BY:	CHECKED BY:	JOB#:	DWG#:
1 OF 3	4/2022	AR	JB	120146	120146-FP

# **EXHIBIT “F”**

BLUE MEADOWS SUBDIVISION NO. 2

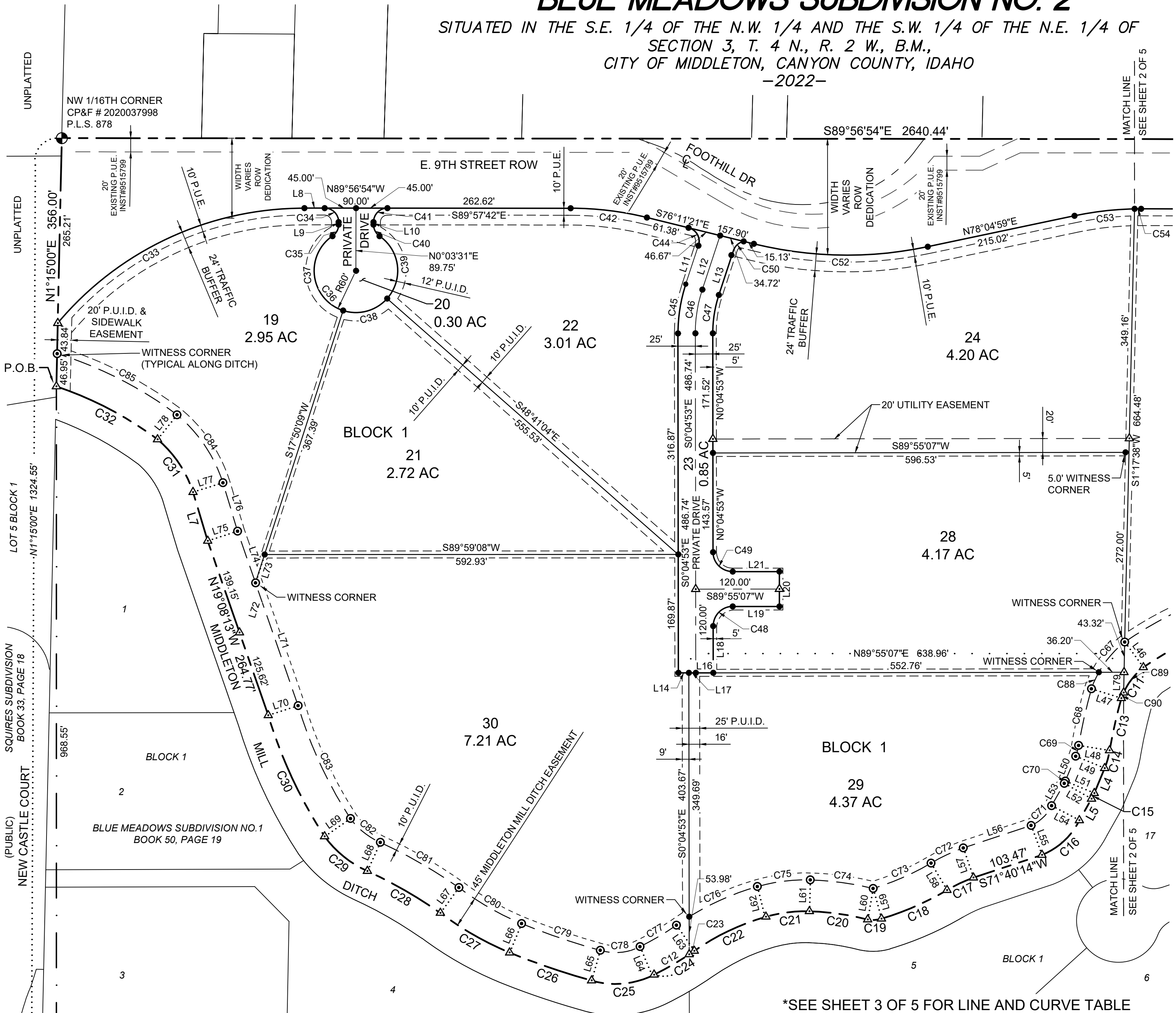
SITUATED IN THE S.E. 1/4 OF THE N.W. 1/4 AND THE S.W. 1/4 OF THE N.E. 1/4 OF  
SECTION 3, T. 4 N., R. 2 W., B.M.,  
CITY OF MIDDLETON, CANYON COUNTY, IDAHO  
-2022-



NOTES:  
SEE SHEET 3

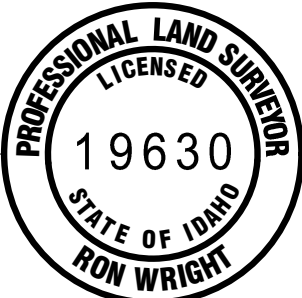
LEGEND:

- SET 1/2" REBAR WITH PLASTIC CAP MARKED ESMT PLS 19630
  - FOUND 5/8" REBAR WITH ALUMINUM CAP AS NOTED
  - FOUND 3" BRASS CAP P.L.S. 878
  - FOUND 5/8" REBAR MARKED HORROCKS PLS 8960
  - SET 5/8" REBAR W/PLASTIC CAP MARKED HORROCKS PLS 19630
  - CALCULATED POINT, NOTHING SET OR FOUND
  - SET 1/2" REBAR WITH PLASTIC CAP MARKED PLS 19630
- BLOCK 1 BLOCK NUMBER  
1 LOT NUMBER  
BLOCK 1 ADJACENT BLOCK NUMBER  
1 ADJACENT LOT NUMBER  
P.O.B. POINT OF BEGINNING  
P.O.C. POINT OF COMMENCEMENT  
N.T.S. NOT TO SCALE  
C.P.F. CORNER PERPETUATION AND FILING  
RM REFERENCE MARKER  
P.U.E. PUBLIC UTILITY EASEMENT  
P.U.I.D. PUBLIC UTILITY, IRRIGATION, & DRAINAGE EASEMENT
- SUBDIVISION BOUNDARY  
LOT LINE  
SECTION LINE  
SURVEY TIE LINE  
ROAD CENTERLINE  
PUBLIC UTILITY, IRRIGATION, & DRAINAGE EASEMENT (P.U.I.D.)  
EXISTING EASEMENT LINE AS NOTED  
EASEMENT LINE AS NOTED  
MIDDLETON MILL DITCH EASEMENT LINE



BASIS OF BEARINGS:

THE BASIS OF BEARING FOR THIS SURVEY WAS  
GENERATED FROM A GPS OPUS SOLUTION, PROJECTED  
TO THE IDAHO WEST STATE PLANE, ZONE (1103).  
DISTANCES ARE GROUND, BEARINGS ARE GRID.



INDEX # 424-03-1-4-2-00-00

2775 W. Navigator Dr.,  
Suite 210  
Meridian, ID 83642  
(208) 895-2520

**HORROCKS**  
ENGINEERS

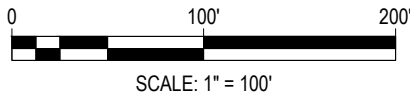
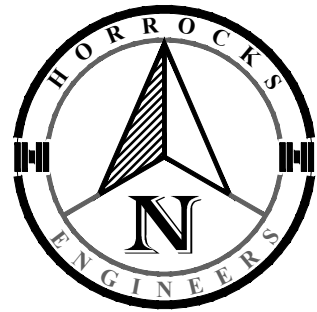
BOOK PAGE

SHEET 1 OF 5  
DRAW: 1/31/2022  
PROJECT # ID-1430-1810



BLUE MEADOWS SUBDIVISION NO. 2

SITUATED IN THE S.E. 1/4 OF THE N.W. 1/4 AND THE S.W. 1/4 OF THE N.E. 1/4 OF  
SECTION 3, T. 4 N., R. 2 W., B.M.,  
CITY OF MIDDLETON, CANYON COUNTY, IDAHO  
-2022-



BASIS OF BEARINGS:

THE BASIS OF BEARING FOR THIS SURVEY WAS  
GENERATED FROM A GPS OPUS SOLUTION, PROJECTED  
TO THE IDAHO WEST STATE PLANE, ZONE (1103).  
DISTANCES ARE GROUND, BEARINGS ARE GRID.

LEGEND:

- SET 1/2" REBAR WITH PLASTIC CAP MARKED ESMT PLS 19630
- FOUND 5/8" REBAR WITH ALUMINUM CAP AS NOTED
- FOUND 3" BRASS CAP P.L.S. 878
- FOUND 5/8" REBAR MARKED HORROCKS PLS 8960
- SET 5/8" REBAR W/PLASTIC CAP MARKED HORROCKS PLS 19630
- CALCULATED POINT, NOTHING SET OR FOUND
- SET 1/2" REBAR WITH PLASTIC CAP MARKED PLS 19630

- BLOCK 1 BLOCK NUMBER  
1 LOT NUMBER  
BLOCK 1 ADJACENT BLOCK NUMBER  
1 ADJACENT LOT NUMBER  
P.O.B. POINT OF BEGINNING  
P.O.C. POINT OF COMMENCEMENT  
N.T.S. NOT TO SCALE  
C.P.F. CORNER PERPETUATION AND FILING  
RM REFERENCE MARKER  
P.U.E. PUBLIC UTILITY EASEMENT  
P.U.I.D. PUBLIC UTILITY, IRRIGATION, & DRAINAGE EASEMENT

- SUBDIVISION BOUNDARY
- LOT LINE
- SECTION LINE
- ROAD CENTERLINE
- PUBLIC UTILITY, IRRIGATION, & DRAINAGE EASEMENT (P.U.I.D.)
- EXISTING EASEMENT LINE AS NOTED
- EASEMENT LINE AS NOTED
- MIDDLETON MILL DITCH EASEMENT



RON WRIGHT

P.L.S. 19630

\*SEE SHEET 3 OF 5 FOR LINE AND CURVE TABLE

INDEX # 424-03-1-4-2-00-00

BOOK PAGE

FOUND 2" ALUMINUM CAP  
CENTER 1/4  
CP&F # 2020037995  
P.L.S. 8960  
SEC. 3

BASIS OF BEARING  
S89°54'50"W  
1319.13'

FOUND 2" ALUMINUM CAP  
P.L.S. 8960  
1/16TH CORNER  
CP&F # 2020037994

2775 W. Navigator Dr.,  
Suite 210  
Meridian, ID 83642  
(208) 895-2520



SHEET 2 OF 5  
DRAW: 1/31/2022  
PROJECT # ID-1430-1810



BLUE MEADOWS SUBDIVISION NO. 2

SITUATED IN THE S.E. 1/4 OF THE N.W. 1/4 AND THE S.W. 1/4 OF THE N.E. 1/4 OF  
SECTION 3, T. 4 N., R. 2 W., B.M.,  
CITY OF MIDDLETON, CANYON COUNTY, IDAHO  
-2022-

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	51.73'	150.00'	19°45'39"	N62°08'58"W	51.48'
C2	225.94'	351.36'	36°50'36"	N33°20'20"W	222.07'
C3	42.40'	290.56'	8°21'41"	N19°17'23"W	42.37'
C4	23.88'	50.00'	27°21'58"	N35°38'55"W	23.66'
C5	60.98'	75.88'	46°02'43"	N76°42'40"W	59.35'
C6	67.97'	200.00'	19°28'17"	N88°10'20"W	67.64'
C7	153.58'	406.15'	21°39'55"	S89°29'10"W	152.66'
C8	53.73'	250.00'	12°18'54"	S85°15'12"W	53.63'
C9	67.64'	243.93'	15°53'16"	S83°28'01"W	67.42'
C10	179.23'	505.74'	20°18'19"	S65°40'03"W	178.30'
C11	55.04'	100.00'	31°32'03"	S35°27'19"W	54.35'
C12	58.27'	462.78'	7°12'51"	S59°58'33"W	58.23'
C13	76.80'	827.42'	5°19'06"	S12°43'08"W	76.77'
C14	26.50'	109.70'	13°50'25"	S15°22'05"W	26.43'
C15	9.02'	75.00'	6°53'21"	S26°01'58"W	9.01'
C16	74.74'	102.37'	41°49'39"	S47°13'31"W	73.09'
C17	42.03'	218.60'	11°01'02"	S64°40'44"W	41.97'
C18	102.76'	428.99'	13°43'29"	S66°25'52"W	102.51'
C19	19.95'	42.58'	26°50'18"	S86°46'39"W	19.76'
C20	84.62'	378.68'	12°48'13"	N81°59'25"W	84.45'
C21	63.03'	205.95'	17°32'10"	S82°50'23"W	62.79'
C22	114.27'	344.26'	19°01'07"	S64°28'32"W	113.75'
C23	8.83'	462.78'	1°05'37"	S55°49'19"W	8.83'
C24	67.10'	462.78'	8°18'28"	S59°25'45"W	67.04'
C25	92.14'	121.77'	43°21'19"	S84°42'59"W	89.96'
C26	124.25'	1069.25'	6°39'28"	N71°12'19"W	124.18'
C27	114.68'	459.50'	14°17'58"	N60°11'13"W	114.38'
C28	120.86'	670.18'	10°19'58"	N60°08'02"W	120.70'
C29	79.76'	151.84'	30°05'44"	N51°02'11"W	78.84'
C30	192.21'	671.02'	16°24'44"	N24°56'53"W	191.56'

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C31	92.30'	166.09'	31°50'23"	N33°56'08"W	91.12'
C32	164.41'	517.95'	18°11'12"	N62°20'53"W	163.72'
C33	402.78'	460.00'	50°10'06"	N65°00'36"E	390.03'
C34	31.42'	20.00'	90°00'25"	N44°56'41"W	28.29'
C35	19.47'	20.00'	55°46'16"	N27°56'39"E	18.71'
C36	305.30'	60.00'	291°32'32"	S89°56'29"E	67.50'
C37	134.03'	60.00'	127°59'38"	N8°10'02"W	107.85'
C38	69.23'	60.00'	66°06'19"	N74°46'59"E	65.45'
C39	102.04'	60.00'	97°26'35"	N6°59'28"W	90.18'
C40	19.47'	20.00'	55°46'16"	N27°49'37"W	18.71'
C41	31.41'	20.00'	89°59'35"	N45°03'19"E	28.28'
C42	110.50'	460.00'	13°45'50"	S83°04'16"E	110.24'
C44	32.95'	20.00'	94°23'46"	S28°59'25"E	29.35'
C45	71.82'	225.00'	18°17'24"	S9°03'49"W	71.52'
C46	63.84'	200.00'	18°17'24"	S9°03'49"W	63.57'
C47	55.86'	175.04'	18°17'08"	S9°03'49"W	55.63'
C48	43.98'	28.00'	90°00'00"	N44°55'07"E	39.60'
C49	42.64'	28.00'	87°14'44"	N46°27'14"W	38.64'
C50	20.50'	20.00'	58°44'24"	N47°34'43"E	19.62'
C51	33.55'	200.00'	9°36'39"	S86°53'51"W	33.51'
C52	251.46'	560.00'	25°43'41"	N89°03'11"W	249.35'
C53	86.74'	460.00'	10°48'13"	N83°29'05"E	86.61'
C54	9.35'	460.00'	1°09'55"	N89°28'09"E	9.35'
C55	42.90'	28.00'	87°47'38"	S43°50'18"E	38.83'
C56	43.31'	28.00'	88°36'58"	N44°22'00"E	39.12'
C57	22.23'	105.00'	12°07'57"	N58°26'17"W	22.19'
C58	196.86'	306.35'	36°49'04"	N33°18'45"W	193.49'
C59	49.49'	335.56'	8°27'00"	N19°19'12"W	49.44'
C60	45.37'	95.00'	27°21'58"	N35°38'55"W	44.94'
C61	98.26'	120.88'	46°34'16"	N76°04'08"W	95.57'

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C62	34.42'	200.00'	9°51'38"	N83°22'01"W	34.38'
C63	170.91'	451.15'	21°42'19"	S89°31'47"W	169.89'
C64	43.90'	205.00'	12°16'12"	S85°16'33"W	43.82'
C65	80.00'	288.93'	15°51'51"	S83°28'43"W	79.74'
C66	196.55'	550.74'	20°26'53"	S65°35'03"W	195.51'
C67	57.49'	144.88'	22°44'15"	S40°36'47"W	57.12'
C68	83.26'	872.42'	5°28'06"	S12°44'47"W	83.23'
C69	16.07'	64.70'	14°13'46"	S15°04'59"W	16.03'
C70	3.61'	30.00'	6°53'21"	S26°01'58"W	3.61'
C71	41.76'	57.37'	41°42'17"	S46°06'01"W	40.85'
C72	51.13'	263.60'	11°06'47"	S64°45'49"W	51.05'
C73	90.92'	383.99'	13°34'01"	S66°22'26"W	90.71'
C74	91.04'	423.68'	12°18'40"	N82°14'11"W	90.86'
C75	76.84'	250.94'	17°32'40"	S82°50'08"W	76.54'
C76	129.11'	389.26'	19°00'17"	S64°29'15"W	128.52'
C77	60.70'	417.78'	8°19'27"	S59°27'11"W	60.64'
C78	58.61'	76.77'	43°44'32"	S84°45'56"W	57.20'
C79	119.20'	1024.25'	6°40'05"	N71°13'21"W	119.14'
C80	103.96'	414.50'	14°22'15"	N60°07'20"W	103.69'
C81	130.10'	715.18'	10°25'24"	N60°06'57"W	129.93'
C82	55.36'	106.84'	29°41'18"	N51°23'17"W	54.74'
C83	179.05'	626.02'	16°23'16"	N24°51'04"W	178.45'
C84	119.22'	211.09'	32°21'29"	N34°03'11"W	117.64'
C85	193.94'	562.95'	19°44'21"	N62°59'37"W	192.99'
C86	27.29'	155.00'	10°05'18"	S87°08'10"W	27.26'
C87	25.38'	155.00'	9°22'59"	N83°07'41"W	25.36'
C88	26.02'	145.00'	10°17'00"	S24°06'27"W	25.99'
C89	46.59'	100.00'	26°41'31"	S37°52'35"W	46.17'
C90	8.45'	100.00'	4°50'32"	S22°06'33"W	8.45'

Line Table		
Line #	Length	Direction
L1	35.97'	N49°19'54"W
L2	70.14'	S82°05'31"W
L3	105.82'	N78°26'12"W
L4	38.76'	S22°35'17"W
L5	35.40'	S29°28'38"W
L7	73.00'	N16°45'38"W
L8	29.04'	N89°56'48"E
L9	3.60'	S0°03'31"W
L10	3.61'	N0°03'31"E
L11	58.02'	S18°12'31"W
L12	81.54'	N18°12'31"E
L13	67.10'	N18°12'31"E
L14	15.00'	N89°55'07"E
L16	25.00'	N89°55'07"E
L17	10.00'	N89°55'07"E
L18	67.00'	N0°04'53"W
L19	67.00'	N89°55'07"E
L20	50.00'	N0°04'53"W
L21	67.03'	S89°55'07"W
L22	62.00'	S0°03'31"W
L23	25.00'	S89°56'29"E
L24	25.00'	S89°56'29"E
L25	62.00'	N0°03'31"E
L26	47.92'	N1°17'38"E
L27	45.00'	N37°58'16"E
L28	45.00'	N74°59'38"E
L29	45.00'	N65°58'20"E
L30	106.94'	S24°32'47"E

Line Table		
Line #	Length	Direction
L31	45.01'	N66°44'38"E
L32	160.84'	N21°57'56"W
L33	45.00'	N68°02'04"E
L34	45.00'	N40°40'06"E
L35	37.48'	N49°19'54"W
L36	45.03'	N38°44'33"E
L37	45.00'	N8°42'54"W
L38	69.50'	S82°05'31"W
L39	45.00'	N7°54'29"W
L40	45.00'	N11°33'48"E
L41	106.29'	N78°26'12"W
L42	45.00'	N10°57'27"E
L43	45.00'	N11°06'31"W
L44	45.00'	N1°24'39"E
L45	45.00'	N14°19'31"W
L46	45.02'	N36°22'36"W
L47	45.03'	N72°38'18"W
L48	45.01'	N80°51'44"W
L49	45.00'	N67°34'54"W
L50	38.63'	S22°35'17"W
L51	45.00'	S67°24'43"E
L52	45.00'	N60°31'22"W
L53	36.82'	S29°28'38"W
L54	45.02'	N62°20'00"W
L55	45.03'	N20°20'57"W
L56	102.43'	S71°40'14"W
L57	45.00'	N19°02'11"W
L58	45.00'	N30°36'56"W

Line Table		
Line #	Length	Direction
L59	45.01'	N15°32'40"W
L60	45.13'	N9°47'05"E
L61	45.00'	N1°36'28"E
L62	45.03'	N14°00'08"W
L63	45.00'	N34°52'14"W
L64	45.08'	N22°43'28"W
L65	45.00'	N15°58'40"E
L66	45.00'	N22°23'51"E
L67	45.01'	N36°02'17"E
L68	45.00'	N24°16'02"E
L69	45.02'	N55°19'44"E
L70	45.01'	N72°04'53"E
L71	186.36'	S19°08'13"E
L72	74.82'	N17°50'09"E
L73	42.70'	N17°50'09"E
L74	78.44'	N19°08'13"W
L75	45.01'	N72°03'04"E
L76	72.53'	N16°45'38"W
L77	45.00'	N72°38'58"E
L78	45.02'	N38°22'43"E
L79	29.39'	S1°17'38"W

NOTES:

1. LOTS 20, 23, AND 26, BLOCK 1 ARE COMMON LOT, TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION. SAID COMMON LOTS HAVE A BLANKET PUBLIC UTILITY, DRAINAGE, AND ACCESS EASEMENT.

2. IF WETLANDS EXIST WITHIN A PORTION OF THIS SUBDIVISION; ANY IMPROVEMENTS, CONSTRUCTION OR ALTERATIONS TO OR WITHIN THOSE AREAS REQUIRES PERMITTING WITH THE APPROPRIATE JURISDICTIONAL AGENCIES.

3. INTENTIONALLY DELETED.

4. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROCURE ANY PERMITS OR LICENSES FOR CONSTRUCTION WITHIN THE WETLANDS SHOWN HEREON.

5. THIS PLAT IS SUBJECT TO COMPLIANCE WITH IDAHO CODE, SECTION 31-3805, PERTAINING TO IRRIGATION WATERS. IRRIGATION FOR EACH LOT SHOWN ON THIS PLAT WILL BE PROVIDED BY GRAVITY IRRIGATION FROM ONSITE PONDS. WATER WILL BE DELIVERED TO SAID ON SITE PONDS BY MIDDLETON MILL IRRIGATION DISTRICT. THIS SUBDIVISION HAS 80 SHARES OF WATER RIGHTS FROM MIDDLETON MILL DITCH COMPANY AND NEWMAN DITCH COMPANY.

6. THE HOMEOWNERS ASSOCIATION IS RESPONSIBLE FOR ALL STORM DRAINAGE FACILITIES OUTSIDE OF THE PUBLIC RIGHT OF WAY INCLUDING ALL ROUTINE AND HEAVY MAINTENANCE.

7. INTENTIONALLY DELETED.

8. PUBLIC UTILITY, IRRIGATION & DRAINAGE EASEMENTS (P.U.I.D.) WILL BE AS FOLLOWS:

-10 FEET WIDE ADJACENT TO THE SUBDIVISION BOUNDARY

-5 FEET WIDE ON EACH SIDE OF INTERIOR LOT LINES (DRAINAGE ONLY)

-ALL OTHER EASEMENTS ARE AS SHOWN.

NO PERMANENT STRUCTURE ARE ALLOWED WITHIN SAID EASEMENTS.

9. NO LOT SHALL HAVE DIRECT ACCESS TO FUTURE 9TH ST. EXCEPT AT THE PRIVATE DRIVE

- LOCATIONS SHOWN ON THE FACE OF THE PLAT.
10. ALL POINTS DEFINING THE CENTERLINE OF THE MIDDLETON MILL CANAL WERE SET AS REFERENCE MONUMENTS.

11. BUILDING SETBACKS AND DIMENSIONAL STANDARDS IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE CITY OF MIDDLETON'S CODES AND STANDARDS IN EFFECT AT THE TIME OF BUILDING PERMIT ISSUANCE EXCEPT FOR BUILDING HEIGHT DIMENSIONS THAT WERE CHANGED BY AN APPROVED SPECIAL USE PERMIT APPLICATION.

12. STORM WATER FACILITIES WILL BE CONSTRUCTED PER THE CITY OF MIDDLETON STANDARDS.

13. UNLESS OTHERWISE SHOWN AND DIMENSIONED, ALL LOTS ARE HEREBY DESIGNATED AS HAVING A PERMANENT EASEMENT FOR PUBLIC UTILITIES OVER THE 5 FEET ADJACENT TO ANY INTERIOR SIDE LOT LINE AND OVER THE 10 FEET ADJACENT TO ANY REAR LOT LINE OR SUBDIVISION BOUNDARY.

14. ANY FENCES, LANDSCAPING OR STRUCTURES LOCATED IN AN EASEMENT AREA MAY BE REMOVED BY THE CITY OF MIDDLETON OR UTILITY COMPANIES. REPLACEMENT WILL BE AT THE SOLE EXPENSE OF THE LANDOWNER OR HOMEOWNERS' ASSOCIATION.

15. ANY RE-SUBDIVISION OF THE PLAT SHALL COMPLY WITH THE APPLICABLE ZONING AT THE TIME OF RE-SUBDIVISION.

16. ALL LOTS ARE HEREBY DESIGNATED AS HAVING A PERMANENT EASEMENT FOR PUBLIC UTILITIES OVER THE 10 FEET ADJACENT TO ANY PUBLIC RIGHT OF WAY. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF HARD SURFACED DRIVEWAYS AND WALKWAYS TO EACH LOT.

SURVEY NARRATIVE

THIS SURVEY AND THE PLAT OF BLUE MEADOWS SUBDIVISION NO.2 WAS CONDUCTED AT THE REQUEST OF THE CLIENT. THE INTENT IS TO SUBDIVIDE THIS PROPERTY TO REFLECT THE CONFIGURATION SHOWN HEREON. THE FOUND MONUMENTS CONFORM TO RECORD DATA WITHIN ACCEPTABLE TOLERANCES.

INDEX # 424-03-1-4-2-00-00

2775 W. Navigator Dr., Suite 210 Meridian, ID 83642 (208) 895-2520	<div>HORROCKS</div> <div>ENGINEERS</div>	BOOK _____ PAGE _____
		SHEET 3 OF 5
		DRAW: 1/31/2022
		PROJECT # ID-1430-1810

RON WRIGHT



P.L.S. 19630

BLUE MEADOWS SUBDIVISION NO. 2

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS, THAT TRADITION CAPITAL PARTNERS, LLC IS THE OWNER OF THE REAL PROPERTY HEREAFTER DESCRIBED:

THIS PARCEL IS A PORTION OF THE S.W. ¼ OF THE N.E. ¼ AND THE S.E. ¼ OF THE N.W. ¼ OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE BOISE MERIDIAN, CITY OF MIDDLETON, CANYON COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID S.E. ¼ OF THE N.W. ¼, FROM WHICH THE SOUTHEAST CORNER OF SAID S.E. ¼ OF THE N.W. ¼ BEARS N.89°54'31"E., 1320.44 FEET; THENCE ALONG THE WEST BOUNDARY OF SAID S.E. ¼ OF THE N.W. ¼,

- N.01°15'00"E., 968.55 FEET TO A POINT ON CENTERLINE OF THE MIDDLETON MILL DITCH, ALSO BEING THE NORTHWEST CORNER OF BLUE MEADOWS SUBDIVISION NO. 1, ON FILE IN BOOK 50, PAGE 19, RECORDS OF CANYON COUNTY AND THE **POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID WEST BOUNDARY,
- N.01°15'00"E., 356.00 FEET TO THE NORTHWEST CORNER OF SAID S.E. ¼ OF THE N.W. ¼; THENCE ALONG THE NORTH BOUNDARIES OF SAID S.W. ¼ OF THE N.E. ¼ AND THE S.E. ¼ OF THE N.W. ¼,
- S.89°56'54"E., 2640.44 FEET TO THE NORTHEAST CORNER OF SAID S.W. ¼ OF THE N.E. ¼; THENCE ALONG THE EAST BOUNDARY OF SAID S.W. ¼ OF THE N.E. ¼,
- S.01°17'38"W., 1237.24 FEET TO A POINT ON THE CENTERLINE OF THE MIDDLETON MILL DITCH, ALSO BEING THE NORTHEAST CORNER OF SAID BLUE MEADOWS SUBDIVISION NO. 1 AND A POINT OF CURVATURE; THENCE ALONG THE NORTH BOUNDARY OF SAID BLUE MEADOWS SUBDIVISION NO. 1 AND A CURVE TO THE RIGHT,
- HAVING A RADIUS OF 150.00 FEET AN ARC LENGTH OF 51.73 FEET, THROUGH A CENTRAL ANGLE OF 19°45'39" AND A LONG CHORD WHICH BEARS N.62°08'58"W., 51.48 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A CURVE TO THE RIGHT,
- HAVING A RADIUS OF 351.36 FEET, AN ARC LENGTH OF 225.94 FEET, THROUGH A CENTRAL ANGLE OF 36°50'36" AND A LONG CHORD WHICH BEARS N.33°20'20"W., 222.07 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE LEFT,
- HAVING A RADIUS OF 290.56 FEET, AN ARC LENGTH OF 42.40 FEET, THROUGH A CENTRAL ANGLE OF 08°21'41" AND A LONG CHORD WHICH BEARS N.19°17'23"W., 42.37 FEET TO A POINT OF TANGENCY; THENCE,
- N.24°32'47"W., 107.54 FEET; THENCE,
- N.21°57'56"W., 161.86 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT,
- HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 23.88 FEET, THROUGH A CENTRAL ANGLE OF 27°21'58" AND A LONG CHORD WHICH BEARS N.35°38'55"W., 23.66 FEET TO A POINT OF TANGENCY; THENCE,
- N.49°19'54"W., 35.97 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT,
- HAVING A RADIUS OF 75.88 FEET, AN ARC LENGTH OF 60.98 FEET, THROUGH A CENTRAL ANGLE OF 46°02'43" AND A LONG CHORD WHICH BEARS N.76°42'40"W., 59.35 FEET TO A POINT OF TANGENCY; THENCE,
- S.82°05'31"W., 70.14 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT,
- HAVING A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 67.97 FEET, THROUGH A CENTRAL ANGLE OF 19°28'17" AND A LONG CHORD WHICH BEARS N.88°10'20"W., 67.64 FEET TO A POINT OF TANGENCY; THENCE,
- N.78°26'12"W., 105.82 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT,
- HAVING A RADIUS OF 406.15 FEET, AN ARC LENGTH OF 153.58 FEET, THROUGH A CENTRAL ANGLE OF 21°39'55" AND A LONG CHORD WHICH BEARS S.89°29'10"W., 152.66 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE RIGHT,
- HAVING A RADIUS OF 250.00 FEET, AN ARC LENGTH OF 53.73 FEET, THROUGH A CENTRAL ANGLE OF 12°18'54" AND A LONG CHORD WHICH BEARS S.85°15'12"W., 53.63 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE LEFT,
- HAVING A RADIUS OF 243.93 FEET, AN ARC LENGTH OF 67.64 FEET, THROUGH A CENTRAL ANGLE OF 15°53'16" AND A LONG CHORD WHICH BEARS S.83°28'01"W., 67.42 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A CURVE TO THE LEFT,
- HAVING A RADIUS OF 505.74 FEET, AN ARC LENGTH OF 179.23 FEET, THROUGH A CENTRAL ANGLE OF 20°18'19" AND A LONG CHORD WHICH BEARS S.65°40'03"W., 178.30 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A CURVE TO THE LEFT,
- HAVING A RADIUS OF 100.00 FEET, AN ARC LENGTH OF 55.04 FEET, THROUGH A CENTRAL ANGLE OF 31°32'03" AND A LONG CHORD WHICH BEARS S.35°27'19"W., 54.35 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A CURVE TO THE LEFT,
- HAVING A RADIUS OF 827.42 FEET, AN ARC LENGTH OF 76.80 FEET, THROUGH A CENTRAL ANGLE OF 05°19'06" AND A LONG CHORD WHICH BEARS S.12°43'08"W., 76.77 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE RIGHT,
- HAVING A RADIUS OF 109.70 FEET, AN ARC LENGTH OF 26.50 FEET, THROUGH A CENTRAL ANGLE OF 13°50'25" AND A LONG CHORD WHICH BEARS S.15°22'05"W., 26.43 FEET TO A POINT OF TANGENCY; THENCE,
- S.22°35'17"W., 38.76 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT,
- HAVING A RADIUS OF 75.00 FEET, AN ARC LENGTH OF 9.02 FEET, THROUGH A CENTRAL ANGLE OF 06°53'21" AND A LONG CHORD WHICH BEARS S.26°01'58"W., 9.01 FEET TO A POINT OF TANGENCY; THENCE,
- S.29°28'38"W., 35.40 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT,
- HAVING A RADIUS OF 102.37 FEET, AN ARC LENGTH OF 74.74 FEET, THROUGH A CENTRAL ANGLE OF 41°49'39" AND A LONG CHORD WHICH BEARS S.47°13' 31"W., 73.09 FEET TO A POINT OF TANGENCY; THENCE,
- S.71°40'14"W., 103.47 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT,
- HAVING A RADIUS OF 218.60 FEET, AN ARC LENGTH OF 42.03 FEET, THROUGH A CENTRAL ANGLE OF 11°01'02" AND A LONG CHORD WHICH BEARS S.64°40'44"W., 41.97 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE RIGHT,
- HAVING A RADIUS OF 428.99 FEET, AN ARC LENGTH OF 102.76 FEET, THROUGH A CENTRAL ANGLE OF

13°43'29" AND A LONG CHORD WHICH BEARS S.66°25'52"W., 102.51 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A CURVE TO THE RIGHT,

30. HAVING A RADIUS OF 42.58 FEET, AN ARC LENGTH OF 19.95 FEET, THROUGH A CENTRAL ANGLE OF 26°50'18" AND A LONG CHORD WHICH BEARS S.86°46'39"W., 19.76 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE LEFT,

31. HAVING A RADIUS OF 378.68 FEET, AN ARC LENGTH OF 84.62 FEET, THROUGH A CENTRAL ANGLE OF 12°48'13" AND A LONG CHORD WHICH BEARS N.81°59'25"W., 84.45 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A CURVE TO THE LEFT,

32. HAVING A RADIUS OF 205.95 FEET, AN ARC LENGTH OF 63.03 FEET, THROUGH A CENTRAL ANGLE OF 17°32'10" AND A LONG CHORD WHICH BEARS S.82°50'23"W., 62.79 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A CURVE TO THE LEFT,

33. HAVING A RADIUS OF 344.26 FEET, AN ARC LENGTH OF 114.27 FEET, THROUGH A CENTRAL ANGLE OF 19°01'07" AND A LONG CHORD WHICH BEARS S.64°28'32"W., 113.75 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE RIGHT,

34. HAVING A RADIUS OF 462.78 FEET, AN ARC LENGTH OF 67.10 FEET, THROUGH A CENTRAL ANGLE OF 08°18'28" AND A LONG CHORD WHICH BEARS S.59°25'45"W., 67.04 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A CURVE TO THE RIGHT,

35. HAVING A RADIUS OF 121.77 FEET, AN ARC LENGTH OF 92.14 FEET, THROUGH A CENTRAL ANGLE OF 43°21'19" AND A LONG CHORD WHICH BEARS S.84°42'59"W., 89.96 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A CURVE TO THE RIGHT,

36. HAVING A RADIUS OF 1069.25 FEET, AN ARC LENGTH OF 124.25 FEET, THROUGH A CENTRAL ANGLE OF 06°39'28" AND A LONG CHORD WHICH BEARS N.71°12'19"W., 124.18 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A CURVE TO THE RIGHT,

37. HAVING A RADIUS OF 459.50 FEET, AN ARC LENGTH OF 114.68 FEET, THROUGH A CENTRAL ANGLE OF 14°17'58" AND A LONG CHORD WHICH BEARS N.60°11'13"W., 114.38 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE LEFT,

38. HAVING A RADIUS OF 670.18 FEET, AN ARC LENGTH OF 120.86 FEET, THROUGH A CENTRAL ANGLE OF 10°19'58" AND A LONG CHORD WHICH BEARS N.60°08'02"W., 120.70 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE RIGHT,

39. HAVING A RADIUS OF 151.84 FEET, AN ARC LENGTH OF 79.76 FEET, THROUGH A CENTRAL ANGLE OF 30°05'44" AND A LONG CHORD WHICH BEARS N.51°02'11"W., 78.84 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A CURVE TO THE RIGHT

40. HAVING A RADIUS OF 671.02 FEET, AN ARC LENGTH OF 192.21 FEET, THROUGH A CENTRAL ANGLE OF 16°24'44" AND A LONG CHORD WHICH BEARS N.24°56'53"W., 191.56 FEET TO A POINT OF TANGENCY; THENCE,

41. N.19°08'13"W., 264.77 FEET; THENCE,

42. N.16°45'38"W., 73.00 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT,

43. HAVING A RADIUS OF 166.09 FEET, AN ARC LENGTH OF 92.30 FEET, THROUGH A CENTRAL ANGLE OF 31°50'23" AND A LONG CHORD WHICH BEARS N.33°56'08"W., 91.12 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A CURVE TO THE LEFT,

44. HAVING A RADIUS OF 517.95 FEET, AN ARC LENGTH OF 164.41 FEET, THROUGH A CENTRAL ANGLE OF 18°11'12" AND A LONG CHORD WHICH BEARS N.62°20'53"W., 163.72 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 54.24 ACRES, MORE OR LESS.

RON WRIGHT



P.L.S. 19630

INDEX # 424-03-1-4-00-00-00

BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

2775 W. Navigator Dr., Suite 210 Meridian, ID 83642 (208) 895-2520	<b>HORROCKS</b> <b>E N G I N E E R S</b>	SHEET 4 OF 5
		DRAW: 10/20/2021
		PROJECT # ID-1430-1810

BLUE MEADOWS SUBDIVISION NO. 2

CERTIFICATE OF OWNER

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE THE ABOVE DESCRIBED PROPERTY IN THIS PLAT. THE EASEMENTS AS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC. HOWEVER, THE RIGHT TO USE SAID EASEMENTS IS HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS DESIGNATED WITHIN THIS PLAT, AND NO PERMANENT STRUCTURES OTHER THAN THOSE FOR UTILITIES ARE TO BE ERECTED WITHIN THE SAID EASEMENTS. THE FUTURE PUBLIC STREETS AND RIGHTS-OF-WAYS SHOWN ON THIS PLAT ARE DEDICATED TO THE PUBLIC FOREVER. LOT'S 28 AND 30 WILL RECEIVE SEWER AND WATER SERVICES FROM INDIVIDUAL WELL AND SEPTIC SYSTEMS. ALL OTHER LOT'S WITHIN THIS PLAT WILL RECEIVE SEWER AND WATER SERVICES FROM THE CITY OF MIDDLETON.

IN WITNESS WHEREOF, I HAVE SET MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, YEAR OF 202\_

TRADITIONAL CAPITAL PARTNERS, LLC

By: SPENCER W. KOFOED, PRESIDENT

SPENCER W. KOFOED

ACKNOWLEDGMENT

STATE OF IDAHO )  
 ) S.S.  
COUNTY OF CANYON)

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, YEAR OF 2021, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF IDAHO, PERSONALLY APPEARED SPENCER W. KOFOED KNOWN OR IDENTIFIED TO ME AS THE PRESIDENT OF TRADITION CAPITAL PARTNERS LLC, AN IDAHO LIMITED LIABILITY COMPANY THAT EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME HE EXECUTED SUCH INSTRUMENT FOR AND ON BEHALF OF SAID LIMITED LIABILITY COMPANY AND SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME.

NOTARY PUBLIC FOR IDAHO

RESIDING IN \_\_\_\_\_, IDAHO

MY COMMISSION EXPIRES ON \_\_\_\_\_

APPROVAL OF SOUTHWEST DISTRICT HEALTH DEPARTMENT

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 ARE IN FORCE FOR LOTS 25 & 27. NO OWNER SHALL CONSTRUCT ANY BUILDING, DWELLING OR SHELTER WHICH NECESSITATES THE SUPPLYING OF WATER OR SEWAGE FACILITIES FOR PERSONS USING SUCH PREMISES UNTIL SANITARY RESTRICTION REQUIREMENTS ARE SATISFIED.

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED FOR LOTS 19, 21, 22, 24, & 28-30.

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON A REVIEW BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (QLPE) REPRESENTING THE CITY OF MIDDLETON AND THE QLPE APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. BUYER IS CAUTIONED THAT AT THE TIME OF THIS APPROVAL, NO DRINKING WATER EXTENSIONS OR SEWER EXTENSIONS WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER EXTENSIONS OR SEWER EXTENSIONS HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES, THEN SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED.

DISTRICT HEALTH DEPARTMENT, REHS

DATE

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF MIDDLETON, CANYON COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020, THIS PLAT WAS DULY ACCEPTED AND APPROVED.

CITY CLERK

DATE

CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED, PROFESSIONAL LAND SURVEYOR FOR CANYON COUNTY, IDAHO, HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE, TITLE 50, CHAPTER 13 RELATING TO PLATS, AND SURVEYS.

CANYON COUNTY SURVEYOR

DATE

APPROVAL OF CITY ENGINEER

I, THE CITY OF MIDDLETON ENGINEER, DO HEREBY APPROVE THIS PLAT.

MIDDLETON CITY ENGINEER

DATE

CERTIFICATE OF COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF CANYON, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS PROPOSED CONDOMINIUM HAVE BEEN PAID IN FULL. THIS CERTIFICATE IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

COUNTY TREASURER

DATE

CERTIFICATE OF SURVEYOR:

I, RON WRIGHT, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO. THAT THIS PLAT OF BLUE MEADOWS SUBDIVISION NO. 2, AS DESCRIBED IN THE CERTIFICATE OF OWNERS WAS PREPARED FROM AN ACTUAL SURVEY ON THE GROUND UNDER MY DIRECT SUPERVISION AND THAT THIS PLAT ACCURATELY REPRESENTS THE POINTS PLOTTED HEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODES RELATING TO PLATS, SURVEYS AND CORNER PERPETUATION AND FILING ACT. IDAHO CODE 55-1681 THROUGH 55-1612.

RON WRIGHT

P.L.S. 19630



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2775 W. Navigator Dr.,  
Suite 210  
Meridian, ID 83642  
(208) 895-2520

**HORROCKS**  
**E N G I N E E R S**

SHEET 5 OF 5

DRAW: 10/20/2021

PROJECT # ID-1430-1810

# **EXHIBIT “G”**

NOTICE IS HEREBY GIVEN that the City of Middleton proposed to increase certain existing fees by amounts that exceed five percent (5%) of the fee from the current fiscal year and impose new administrative, building, library and permit service fees beginning June 1, 2022. The fee increases or new fees are necessary to cover increased costs associated with these programs/services.

	<i>Current Fee</i>	<i>PROPOSED FEE</i>
<b>ADMINISTRATIVE</b>		
Hydrant Meter Deposit		\$2,000
<b>BUILDING</b>		
<del>Building Permit Deposit</del>	<del>\$250</del>	
<u>New Residential Building Permit Deposit</u>		<u>\$1,500</u>
<u>New Commercial Building Permit Deposit</u>		<u>\$5,000</u>
Residential Building Plan Review and Inspection Fee (Paid Within 30 Days or forfeit deposit)	25% building permit	
Commercial Building Plan Review and Inspection (Paid Within 30 Days or forfeit deposit)	65% building permit	
<b>LIBRARY</b>		
Non-resident Library Card (annual)	\$30	<u>\$40</u>
Senior Citizen Library Card (62 and over)	\$15	<u>\$20</u>
	Replacement cost + \$2.00	<u>Replacement cost + \$5.00</u>
	per item/damage	<u>per item/damage</u>
Lost or damaged items		
<u>Materials Container</u>		<u>Cost of replacement</u>
<u>Computer Pass without Library Card</u>		<u>\$1.00</u>
<b>PERMIT</b>		
<u>Demolition Permit</u>		<u>\$75.00</u>
After hours service fee	\$30	<u>\$60.00</u>
<u>Public Works Labor Rate</u>		<u>\$60.00</u>

Publish April 26, May 3

# **EXHIBIT “H”**

## RESOLUTION 468-21

**A RESOLUTION OF THE MIDDLETON CITY COUNCIL, MIDDLETON, CANYON COUNTY, IDAHO, TO INCREASE CERTAIN EXISTING FEES BY AMOUNTS THAT EXCEED FIVE PERCENT (5%) OF THE FEE FROM THE CURRENT FISCAL YEAR AND IMPOSE NEW SERVICE FEES BEGINNING JUNE 1, 2022 AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Idaho Code §50-307 authorizes a municipality to collect fees pertaining to services offered/performed by the City; and,

WHEREAS, the Mayor and Council of the City of Middleton believe that it is in the City's best interest to update its current fee schedule for services provided by the City of Middleton;

WHEREAS, on May 4, 2022, the City Council of the City of Middleton, Idaho, held a public hearing properly noticed under Idaho Code, to consider an increase certain existing fees by amounts that exceed five percent (5%) of the fee from the current fiscal year and impose sever new service fees beginning June 1, 2022. The fee increases or new fees are necessary to cover increased costs associated with these programs/services;

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

Section 1:	Current Fees	Proposed fees
<b>ADMINISTRATIVE</b>	<b>FEE</b>	<b>FEE</b>
Hydrant Meter Deposit		\$2,000
<b>BUILDING</b>	<b>FEE</b>	<b>FEE</b>
<del>Building Permit Deposit</del>	<del>\$250</del>	
<u>New Residential Building Permit Deposit</u>		<u>\$1,500</u>
<u>New Commercial Building Permit Deposit</u>		<u>\$5,000</u>
<b>Building Permit Fees</b>		
Building Permit		
	Value of improvements based on Building Valuation Data 2018 Attachment A	
Residential Building Plan Review and Inspection Fee (Paid Within 30 Days or forfeit deposit)	25% building permit	
Commercial Building Plan Review and Inspection (Paid Within 30 Days or forfeit deposit)	65% building permit	
<b>LIBRARY</b>	<b>FEE</b>	<b>FEE</b>
Non-resident Library Card (annual)	<del>\$30</del>	<u>\$40</u>



Senior Citizen Library Card (62 and over)	\$15	\$20
Fines for overdue kits	\$0.25 per day per item	
Fines for overdue electronic devices	\$5.00 per day	
Lost or damaged items	Replacement cost + \$2.00 per item/damage	Replacement cost + \$5.00 per item/damage
<b><u>Materials Container</u></b>		<b><u>Cost of replacement</u></b>
<b><u>Computer Pass without Library Card</u></b>		<b><u>\$1.00</u></b>
<b>PERMIT</b>	<b>FEE</b>	<b>FEE</b>
<b><u>Demolition Permit</u></b>		<b><u>\$75.00</u></b>
After hours service fee	\$30	<b><u>\$60.00</u></b>
<b><u>Public Works Labor Rate</u></b>		<b><u>\$60.00</u></b>

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

Section 1: This Resolution is effective June 1, 2022.

Section 2: The City Clerk is directed to update the fee schedule to reflect revised fee amounts.

PASSED BY THE COUNCIL OF THE CITY OF MIDDLETON, IDAHO THIS 4<sup>th</sup> day of May, 2022.

CITY OF MIDDLETON

\_\_\_\_\_  
Steven J. Rule, Mayor

ATTEST:

\_\_\_\_\_  
Dawn M. Goodwin, Deputy Clerk

# **EXHIBIT “I”**

# City of Middleton Live Streaming Proposal

PROPOSAL 139052 V2 (REVISED)

4/19/2022

## PREPARED FOR

Steve Rule  
City of Middleton  
1130 Main St  
Middleton, Idaho 83644

## PREPARED BY

Greg Nettles  
Sales Account Manager  
12586 W. Bridger St. | STE100  
Boise, ID 83713  
gnettlles@neurilink.com

Steve Rule  
City of Middleton  
1130 Main St.  
Middleton, Idaho 83644

RE: Live Streaming

Steve,

Neurilink is pleased to submit the following budgetary proposal to provide audio-visual system integration for your City Hall. We thank you for the opportunity to provide our recommendations for your important meeting spaces.

Neurilink specializes in design/build audio-visual sales and system integration. We partner with our customers for the common goal of on-time and on-budget projects, both large and small. Our staff provides audio-visual system design, consultation, installation, control system programming, and post-installation service support. Neurilink is a licensed General Contractor and a licensed Limited Energy Electrical Contractor in the State of Washington.

Neurilink is proud to be among an elite group of professional AV companies and is an affiliate of Professional Systems Network International (PSNI). We stand behind our company's services, quality solutions, and customer orientation, and have pledged to uphold a strict code of ethics and workmanship practices which we integrate into our daily routine.

In this highly technical and complex arena, hiring knowledgeable AV professionals fosters a productive, efficient, and effective project experience, mitigating problems and budget overruns. Neurilink offers assurance of our staff's expertise and provides customers confidence that their job will be undertaken and completed in the most professional way possible.

Best regards,

Greg Nettles  
Sales Account Manager  
(208) 426-8238 ext. 203  
[gnettl@neurilink.com](mailto:gnettl@neurilink.com)

Neurilink Low-Voltage Electrical Contractor License # 018957-B-4



## **PROJECT OVERVIEW: SCOPE OF WORK**

Neurilink is to provide a hardware solution that will allow the City of Middleton to stream City Hall publicly held meetings to a designated YouTube channel.

This solution is to provide a “one direction” feed in that it will be for viewing purposes only; no interaction from the far side viewers will be included in this solution.

Neurilink will provide an Aver live streaming camera which will be mounted in the upper rear left (right from the dais) corner of the room which will be pointed in the direction of the dais and podium.

The cameras signal will be sent over an Atlona transmitter/receiver HDMI solution and in turn will feed into an Epiphan ESP1610 streaming component located in the control room which will initiate live viewing on your designated YouTube channel.

In addition a USB cabling solution will be connected to the client provided PC for controlling the camera.

## **MIDDLETON CITY HALL**

### **VIDEO CAMERA**

Aver Live Streaming Camera

### **STREAMING COMPONENT**

Epiphan Pearl Streamer

### **HDMI SOLUTION OVER HD BASE T**

Atlona AT-OME-EX-KIT

### **CONNECTION TYPES**

HDMI and USB

### **SOFTWARE PLATFORMS**

YouTube (owner provided)

### **OWNER FURNISHED EQUIPMENT (OFE)**

- Local Access Network
- Power
- Dais
- Displays
- Microphone System

## **90 DAY FOLLOW UP SERVICE CALL**

Neurilink will provide a follow up service call 90 days after completion of project to ensure the added system components within this proposal are working as intended.

## **SERVICES**

### **DESIGN ENGINEERING**

Design Engineering provides two main functions; create functional systems and then document and communicate the technical details of the scope to the integration team. This critical path that is often unnoticed, is integral to successful projects. Your dedicated Design Engineer will be working behind the scenes, interpreting needs analysis, balancing needed flexibility and interoperability with use case scenarios, performing pre-installation testing, ensuring systems are easy to use, that they require little on-going maintenance, and respect budget targets.

Neurilink's Design Engineering team is also responsible for drafting and drawing packages essential to the success of the project. These can include Reflected Ceiling Plans, Elevations, One-Line and Wiring Diagrams. Although there may be limited visibility to the activities of the Design Engineers their work is crucial and guarantees that the systems operate as expected.

### **PROJECT MANAGEMENT**

All design-build projects receive a dedicated project manager who will be the main point of contact for integration related questions. Project managers employ a hybrid approach of Adaptive Project Management and Critical Path methodologies as best suits the project needs. Their work has three main pillars which include schedule, scope, and costs.

After internal review of the project the project manager will develop a project plan based on schedule and scope, defining, and assigning tasks, determining dependencies, coordinating logistics and scheduling work. Project Managers are also responsible for project budgets which includes any change order management as part of their duties. Generally speaking, their responsibility begins once a project kicks off through final completion of the scope.

### **INTEGRATION**

Each project will have a dedicated integration team to ensure consistency and efficient workflow. Every integration team will likewise have a Lead Technician who acts as a site supervisor, directing teams based on project plans and schedules as outlined by the Project Manager. In most cases integration teams are teams of two but depending on the project size may increase to up to eight. Our integration teams are professional low voltage experts who provide honest workmanship, maintain high standards, are professionally uniformed, respect timelines, and maintain cleanly workspaces. With a commitment to on-going training, weekly safety meetings, professional quality tools, and staying up to date on certifications; you can be assured that our crews will not only be up to speed with their technical certifications, but state codes, and CPR as well.

## COMMISSIONING

Neurilink is committed to providing systems that operate at peak performance. The role of the Commissioner in your project will be to test and configure the system to maximize the features and functionality, in line with your needs. This will include room and physical space analysis, ambient noise and light levels, and audio-video performance testing and calibration. In addition, they perform quality control checks on cable management, terminations, and labeling. Commissioners also complete stress tests on control system to ensure all systems perform as expected. Once your project is completed, your Commissioner will perform training for the staff that will own the systems.

## PRICING SUMMARY

<b>Description: City of Middleton Live Streaming Proposal</b>	<b>Unit Price</b>
Product	\$4,955.65
Integration	\$2,378.00
90 Day Follow Up Service Call	\$195.00
Shipping & Handling	\$125.00
Pretax Total	\$7,653.65

## PAYMENT TERMS

A 50% deposit is requested to initiate Neurilink resources for this project, as specified in Section 10 of the Terms & Conditions. If applicable, progress invoices will be issued monthly, based on a schedule of values for work completed. All subsequent invoices will have Net 30-day terms. All freight is FOB destination, prepaid and will be added to the invoices.

## GENERAL CUSTOMER RESPONSIBILITIES

It is the responsibility of the Customer to provide the following prior to commencement of the installation:

- ☐ Provide plywood backing for each display location.
- ☐ Provide a 110v duplex outlet at each display location.
- ☐ Provide all network connections
- ☐ All AV cable raceways, conduit, poke-thru monuments, and pathways
- ☐ All holes for table boxes and other AV system components
- ☐ All computers, laptops and tablets required for system integration
- ☐ All web conferencing software required for system integration
- ☐ All cable or satellite television services required for system integration
- ☐ All furniture, conference tables and credenzas required for system integration



- ☐ All owner-furnished equipment should be in good condition and working order.

## PROJECT SCHEDULE

Neurilink anticipates the following timeline for the above Scope of Work:

Receipt of Signed Agreement & Deposit Payment	Start
Procurement of Hardware and Final AV System Design	4-6 weeks*
On-Site AV System Integration, Programming, Configuration & System Testing	1-2 weeks
Operational Training – Scheduled Following the Completed Installation	

*\* Due to supply chain delays, we are experiencing longer than normal lead times. This is an estimated procurement duration based on current information available and is subject to change.*

## WARRANTY

Neurilink is a licensed and bonded general and low-voltage electrical contractor and warranties workmanship against defects for 90-days after the execution of the Substantial Completion Form. All manufacturers' warranties are subject to their respective terms and conditions.

## APPENDIX

Council Chambers Streaming						
OFE LAN	Owner Furnished Equipment: PoE Capable LAN @ Rack Location					1
OFE Power	Owner Furnished Equipment: 15A 120VAC duplex @ Rack Location					1
OFE Table	Owner Furnished Equipment: Dais					1
OFE Display	Owner Furnished Equipment: Display - Samsung 65"					4
PAPTZ310W	Aver Pro Live Streaming PTZ Camera					1
AT-OME-EX-KIT	Atlona Omega HDMI Over HDBT Tx/Rx Kit					1
ESP1610	Epiphan Pearl Nano 2-Source Live Event Video					1
CAT6SP-WHT	Cat 6 Wire, White, Shielded, Plenum, White, 23-4					300
101-005-02	Extron Shielded Cat6-RJ45 Plug Extron XTP DTP 24 (10 pk)					1
16-02P-WHT	16/2 Wire, White, Plenum, Unshielded					300
WP-PC-CAT6-7FT-BLK	Wirepath Cat6 Ethernet Patch Cable - 7 ft Black					1
C-MHM/MHM-6	Kramer High Speed w/ Ethernet HDMI Cable, 6'					1
C-MHM/MHM-3	Kramer High Speed w/ Ethernet Micro HDMI Cable, 3'					1
C-USB/MicroB-3	Kramer USB 2.0 A (M) to Micro-B (M) Cable, 3ft					1
C-USB/AB-6	Kramer USB 2.0 A male to B male 6'					1
LV1	Arlington™ Single Gang Low Voltage Retrofit Mounting Bracket (10/Box)					1
DECOR-1-WH	Wirepath Decorative Single Gang Wall Plate (White)					1

120817X	Brush Plate, 1-gang, White	1
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## TERMS & CONDITIONS

THIS AGREEMENT ("AGREEMENT") CONTAINS THE TERMS THAT ALLOW YOU ("CUSTOMER") TO USE THE SERVICES AND/OR EQUIPMENT TO BE PROVIDED BY NEURILINK, LLC., with principal place of business at 12586 W Bridger Street, Suite 100, Boise, ID ("COMPANY"). Customer agrees that these terms represent, and Customer is entering into a legally binding agreement. Customer represents to Company that it is lawfully able to enter into contracts.

## GENERAL TERMS AND CONDITIONS

### 1. DEFINITIONS.

A. "Customer Locations" mean all Customer locations receiving Equipment or Services under the terms and conditions of this Agreement, including any new Customer Locations that receive Services or Equipment during the Term.

B. "Documentation" means user guides, plans, manuals or any other materials prepared by Company, whether in printed or electronic format, which instruct or otherwise support Customer on the use of the Equipment or Services.

C. "Equipment" means any physical asset or piece of hardware that has material existence, provided by the Company to Customer for use in Customer Locations.

D. "Services" mean all subscriptions, software, labor, applications, information, and processes.

E. "Authorized Signatory" means an employee of the Customer that has the authority to approve and execute Agreements on behalf of the Customer's legal business entity.

F. "Scope" means the documentation, set forth in the Proposal that itemizes specific project(s) goals that includes at a minimum the Equipment and/or Services to be provided, the fees associated with completion of said project(s), the timeline to complete said project(s), and the features and functionality of the Equipment and Services.

G. "Proposal" is a document that defines a project(s) with Scope, Equipment and Services to be provided to Customer and establishes the fees associated with completion of said project(s).

H. "After Hours" are defined as Saturday and Sunday, and those hours before 8:00 am and after 5:00 pm Monday through Friday, including Federally recognized holidays.

I. "Change Order" is defined as a revision(s) to an existing Scope. Change Orders will include, at a minimum, a description of the change, a fee or fee structure for the change, any schedule adjustments, a signature block to be completed by an Authorized Signatory and a date of the execution of the Change Order. Change Orders may or may not change the total project fees.

J. "Warranty Period" is the period of time that warrant no-charge return visits, service calls, repair, replacement or substitution of Services or Equipment.

K. "Substantial Completion Form" is a form requiring execution from an Authorized Signatory of the Customer, that affirms completion of the Scope to a degree that allows for use of a substantial portion of Equipment or Services.

L. "Effective Date" is the last date of execution by either a Customer Authorized Signatory or Company Authorized Signatory.

M. "Service Ticket" means a documented service request marked with a time stamp that requests Company assistance and provides affirmation of issue resolution.

2. **WORKMANSHIP.** All work performed by Company shall be in accordance with best practices. Company shall take all necessary precautions to ensure the safety, security, integrity and quality of all work performed, including but not limited to engineering, design and project management.

3. **TERM.** This Agreement shall commence on the Effective Date of the Proposal(s) as executed by an Authorized Signatory and shall terminate upon the date that all obligations of the parties

City of Middleton Live Streaming Proposal

have been satisfied, up to and including, full payment for Services and Equipment as described in the Scope, and Change Orders, if applicable. Final acceptance of Scope completion will be executed via the Substantial Completion Form.

4. **TERMINATION.** This Agreement may be terminated upon 30-day written notice with the mutual written consent of both parties, which shall not be unreasonably withheld, or if there has been a material breach of the terms of this Agreement. If a breach occurs then the breaching party will comply with the terms provided in Section 21, Default; Remedy.

5. **EFFECT OF TERMINATION.** In the event of a termination of the Agreement both parties agree that there will be no further force or effect, however, any termination regardless of timing, will not relieve the Customer for any fees for Equipment or Services already provided, any past due invoices, or other agreed upon fees.

All provisions of this Agreement which may reasonably be interpreted or construed as surviving the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement. For avoidance of doubt, the Warranty Period and Equipment Warranty will survive the termination of this agreement in accordance with Section 7 and 8.

6. **DELAYS.** Company will use reasonable efforts to deliver all Services and Equipment as defined by the Scope to Customer. In the event of a delay, Company will advise Customer as soon as possible of a new date for performance or installation. If the timetable for installation or performance of any Services or Equipment is delayed as a result of any of the following events, then the timetable for installation or performance of the Services or Equipment will be extended for the period of time that the Services, Equipment or installation of Services or Equipment has been delayed as a result of such events: delay by Customer in the performance of Customer's responsibilities; an event of Force Majeure as described in Section 23; or in cases of a Change Order.

7. **WORKMANSHIP WARRANTY.** For the ninety (90) day period following the date Customer has executed, the Substantial Completion Form, hereunder (the "Warranty Period"), Company warrants to Customer that the Equipment and Services located at such Customer Location will be free from material defects in materials and/or workmanship. During the Warranty Period, Company shall maintain and service all Equipment hereunder at no additional charge to Customer (including any shipping charges related thereto), provided that such maintenance and service shall not include labor and component repairs required as a direct or indirect result of the improper or out of the ordinary use of the Equipment. During the Warranty Period, defective Equipment will be either repaired or replaced at Company's sole discretion. Any replacement Equipment, parts or products are warranted for the remainder of the original Warranty Period associated with the replaced or repaired Equipment. Customer must promptly notify Company if there is a defect in material or workmanship. Company must receive notice of all defects before expiration of the Warranty Period. After the Warranty Period for each piece of Equipment sold hereunder, Customer shall be responsible for any costs associated with repair (including any component replacement and shipping charges).

8. **EQUIPMENT WARRANTY.** All manufacturers' warranties are subject to their respective terms and conditions.

9. **ACCEPTANCE.** Customer acknowledges and agrees that Customer is responsible for ensuring that all Equipment and Services performed or received are accurate and meet Customer's requirements and Scope. Unless the parties agree to alternative acceptance criteria in writing, Customer will be deemed to have fully accepted all Services upon completion of the Scope and execution by an Authorized Signatory via a Substantial Completion Form.

10. **PAYMENT TERMS.** For all Services and Equipment provided hereunder, Customer shall pay Company as set forth in Proposal(s), defined by the Scope, and delivered to Customer and executed by an Authorized Signatory. Customer shall pay for expenses related to shipping, Services, and Equipment to the Customer Locations. All invoices will be due net 30 unless otherwise noted.

A. Prior to the date that Customer first receives Services or Equipment, Customer shall pay to Company a deposit equal to the fifty percent (50%) of the agreed upon project Scope set forth in Proposal(s) that is executed by an Authorized Signatory, prior to the start of any project, if the Scope is in excess of \$9,999. Following the completion and in-writing sign off by the Customer via the Substantial Completion Form, Customer shall be invoiced for the remaining balance which may incorporate Change Orders, cost overruns or related expenses. Shipping and freight fees will be calculated and invoiced following the completion of the project Scope.

B. If any bank or other financial institution refuses to honor any payment of Customer, Company may charge a collection fee that is the lesser of (i) \$20.00 (Twenty U.S. dollars) or (ii) the maximum amount permitted under applicable law. Customer acknowledges that this collection fee is not an interest charge, finance charge, or other such charge or payment of a similar nature and it is reasonably related to the actual expense that Company incurs due to unsatisfied payment. Customer shall pay all costs of collection, before and after judgment, including, but not limited to, court costs, and reasonable attorney fees (including those incurred in defense of any claim brought by Customer or incident to settlement or any action or proceeding involving Customer brought pursuant to the United States Bankruptcy Code).

C. In order to establish an account with Company, Customer authorizes Company to inquire into Customer's creditworthiness by checking with credit reporting agencies. If Customer is delinquent in any payment to Company, Customer also authorizes Company to report any late payment or nonpayment to credit reporting agencies. Customer must notify Company immediately of any change in Customer's name, billing or business address, e-mail address, telephone number or credit card information.

11. **TAXES.** Customer is solely responsible for payment of any taxes (including sales, use, and property taxes) resulting from the provision of the Services or Equipment, other than taxes based on the gross or net income of Company. Customer shall indemnify, defend, and hold Company, its officers, directors, and employees harmless from and against any and all claims and liabilities arising from or related to Customer's failure to report or pay such taxes.

12. **SERVICE VISITS.** If Customer requests a service visit or an on-site service unrelated to the current, existing or unfinished Proposal, Scope or Service Ticket (either prior, during or subsequently) at a Customer Location, Customer agrees to pay the costs (including then-current labor rates) of any such visit, even if such a visit is merely diagnostic in nature.

13. **CONFIDENTIALITY.** The Company and Customer acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged between the parties in connection with the preparation and performance of this Agreement are regarded as confidential information. Each party shall maintain confidentiality of all such confidential information and without obtaining the written consent of the other party shall not disclose any relevant confidential information to any third parties except for information that (a) is in the public domain (other than through the receiving party's unauthorized disclosure); or (b) is under the obligation to be disclosed pursuant to the applicable law(s) or regulations or orders of the court or other government authorities. Upon termination of this Agreement all confidential material will be either destroyed or returned to the disclosing party unless said material is required and/or necessary for proper operations of the Services or Equipment.

All obligations related to this section shall survive the termination of this Agreement for a period of five (5) years.

14. **ASSIGNMENT.** Either party may assign either this Agreement or any of its rights, interest, or obligations hereunder without the prior written permission of the other parties. Written notice of such assignment will be in writing and delivered no later than thirty (30) days prior to effective date of such assignment.

15. **INDEMNIFICATION BY COMPANY.** Company shall indemnify, defend, and hold Customer and its officers, directors, and employees harmless from and against any and all third party claims, actions, suits, damages, proceedings, costs and expenses (including reasonable attorneys' fees and costs) incurred or suffered by Customer and arising out of or relating to (i) any material breach by Company of Company's representations and warranties, agreements and covenants contained in this Agreement solely as they relate to Company provided Services or Equipment or (ii) infringement of any United States issued patent, registered copyright, or registered trademark. Notwithstanding the foregoing, Company shall have no obligation to indemnify Customer with respect to any claims or damages arising out of or resulting from (i) any use of the Services or Equipment by Customer or any third party in violation of the terms of this Agreement; (ii) Customer's gross negligence or willful misconduct; (iii) any modifications to the Equipment by any person or entity other than Company or Company's authorized representative; (iv) any unauthorized use by Customer or any third party; (v) any use in combination with other hardware, to the extent any alleged infringement is caused by such combination.

16. **INDEMNIFICATION BY CUSTOMER.** Customer shall indemnify, defend, and hold Company and its officers, directors, and employees harmless from and against any and all third party claims, actions, suits, damages, proceedings, costs and expenses (including reasonable attorneys' fees and costs) incurred or suffered by Company and arising out of or relating to any breach or violation by Customer of Customer's representations, warranties, agreements or covenants contained herein.

17. **INDEMNIFICATION PROCEDURES.** The party claiming indemnification pursuant to this section (the "Indemnified Party") shall promptly notify the other party (the "Indemnifying Party") of any such claim of which it becomes aware and shall: (i) at the Indemnifying Party's expense, provide reasonable cooperation to the Indemnifying Party in connection with the defense or settlement of any such claim, (ii) at the Indemnified Party's expense, be entitled to participate in the defense of any such claim, and (iii) not settle or compromise any claim, action or allegation without the prior written consent of the Indemnifying Party. The Indemnified Party agrees that the Indemnifying Party shall have sole and exclusive control over the defense and settlement of any such third-party claim. However, the Indemnifying Party shall not acquiesce to any judgment or enter into any settlement that admits liability on the part of the Indemnified Party without the prior written consent of the Indemnified Party.

18. **WAIVER; SEVERABILITY.** The failure of either party to enforce any provision of this Agreement or to exercise any right or remedy hereunder shall not be considered to be a waiver of any such right or remedy or of any subsequent breach of this Agreement. No provision of this Agreement may be waived except by written agreement of each party. If any provision of this Agreement violates any law or becomes unenforceable, then such provision shall be deemed modified or excluded to the extent necessary so that it is no longer in violation of law or unenforceable. The remaining provisions of this Agreement shall remain binding on the parties.

19. **DISCLAIMER OF WARRANTIES.** THE LIMITED WARRANTIES EXPRESSLY SET FORTH IN SECTION 7 & 8 ARE THE ONLY WARRANTIES MADE BY COMPANY. COMPANY EXPRESSLY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT COMPANY HAS NOT MADE, AND CUSTOMER IS NOT RELYING ON, ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS TO CUSTOMER REGARDING THE VALUE OF THIS AGREEMENT OR THE SERVICES AND PRODUCTS TO CUSTOMER OR CUSTOMER'S ABILITY TO USE SUCH SERVICES OR PRODUCTS PROVIDED HEREUNDER TO ITS

ADVANTAGE, PROFITABILITY OR BENEFIT. DUE TO THE COMPLEX NATURE OF HARDWARE AND SOFTWARE IN GENERAL, COMPANY DOES NOT WARRANT THAT THE SOFTWARE, SERVICES OR THE DOCUMENTATION ARE COMPLETELY ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION, ARE COMPATIBLE WITH ALL EQUIPMENT AND SOFTWARE CONFIGURATIONS, OR WILL OTHERWISE MEET CUSTOMER'S NEEDS.

**20. LIMITATION OF LIABILITY.** IN NO EVENT SHALL COMPANY (OR COMPANY'S SUPPLIERS OR LICENSORS) BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFIT, BUSINESS INTERRUPTION OR OTHER PECUNIARY LOSS AND WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATED TO THIS AGREEMENT INCLUDING THE PROVISION, USE OR INABILITY TO USE THE EQUIPMENT, SERVICES, OR SOFTWARE EVEN IF CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF THE EXCLUSIVE REMEDIES STATED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY TO CUSTOMER ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.

**21. DEFAULT; REMEDY.** If either party materially breaches this Agreement for any reason, then the non-breaching party shall notify the breaching party of such breach in writing. The breaching party will have thirty (30) days from receipt of such notice to remedy the breach. If, after the thirty (30) day remedy period, the breach has not been cured, the non-breaching party, in its sole discretion and in addition to its other remedies, may terminate this Agreement. If Customer is the breaching party, Company may withhold Services or Equipment in whole or in part upon the occurrence of the breach. The breaching party shall reimburse the non-breaching party for all out-of-pocket costs and expenses incurred in connection with non-breaching party's exercise of its rights under this Agreement, including without limitation, its costs of collection and reasonable attorneys' fees and costs. Customer acknowledges and agrees that if at any time Customer is late in the payment of any amount due to Company, (a) Company may withhold Services or Equipment to the Customer until such time as Customer pays all amounts due and owing to Company, (b) the full and regular fees associated with the Services or Equipment shall continue to accrue notwithstanding the fact that the Services and Equipment are being withheld, and (c) Company will not be obligated to provide retroactive Services once Customer pays the balance of payments due and owing to Company.

**22. NOTICE.** Any notices permitted or required pursuant to this Agreement shall be deemed effective if made in writing and sent via recognized postal service or digital delivery system such as email, to the Customer's Authorized Signatory and to the Company at the following address:

A. Neurilink, LLC  
Attn: Bill Smith  
12586 W. Bridger Street  
Suite 100  
Boise, ID 83713

**23. FORCE MAJEURE.** Except for payments due from Customer to Company hereunder, neither party shall be liable for delays in performance due to causes beyond its reasonable control, including but not limited to, acts of God, acts of public enemy, acts of government or courts of law or equity, civil war, insurrection or riots, fires, floods, explosions, earthquakes, or other casualties, strikes or other labor troubles. A party so delayed shall promptly inform the other party in writing of such event and of the date by which its performance may reasonably be expected to resume.

**24. SURVIVAL.** All provisions of this Agreement which may reasonably be interpreted or construed as surviving the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.



25. **HOURS.** All Service pricing is based on installation during the normal business hours of 8:00 am to 5:00 pm, Monday through Friday unless otherwise noted. Any work required outside these normal business hours may constitute as After Hours work or Change Order and may increase the fees of the project. It is assumed that the Customer Location(s) for which this is proposed will be available for Company's use during these hours.

26. **REVISIONS.** Revisions or modifications to the Scope of work defined in the Proposal(s) are subject to mutually accepted and executed Change Orders. Work related to Change Order requests will proceed following receipt of a signed authorization from the Customer to perform such work. Revisions may affect the fees charged to the Customer and/or schedule.

27. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho without giving effect to the conflict of laws principles thereof.

## 28. **SITE CONDITIONS**

A. **SECURE STORAGE & OWNERSHIP.** All Equipment is shipped FOB destination. Equipment delivered to the site is to be received and signed for by an authorized representative of the Customer and becomes the Customer's property. Customer will assume responsibility for the secure storage of all Equipment delivered to the job site.

B. **OWNER-FURNISHED EQUIPMENT (OFE).** It is assumed that all owner-furnished equipment and/or existing wiring is in good working order. If during the installation process such hardware/wiring is found to be defective, it is understood that the completion date of the project may be affected, and a Change Order may be required to overcome the complication(s) created by such defects.

C. **AC POWER.** AC power is the responsibility of the Customer. Customer will provide all necessary power outlets, junction boxes, conduit, etc. as required for the design. All power should be properly grounded.

D. **CEILING TILES.** Replacement ceiling tiles are the responsibility of the Customer.

E. **PRE/POST-TENSIONED CEILINGS/FLOORS.** Customer shall identify the presence of any pre- or post-tensioned ceilings or floors within the area of installation to Company. Customer is responsible for any required x-rays of areas in which installation shall take place.

F. **FINISHES.** Any installation, repair, patch, paint, re-texturing or trimming of walls, ceilings and/or finish carpentry is to be performed by others and is the Customer's responsibility.

G. **PARKING.** Customer will provide adequate parking for Company vehicle(s) in a location conducive to our access to the vehicle(s) for retrieval of tools and supplies throughout the workday. If such parking is within a secured facility, Customer will validate the parking fees for Company vehicle(s).

29. **RESTOCKING FEES.** Any Equipment that has been ordered for a project that falls within the Scope and is not used as a result of any Customer changes to the design or refused by the Customer at the time of delivery are subject to a minimum of 20% restocking fees, plus any incurred freight charges. Company reserves the right to designate Equipment as non-returnable.

30. **MISCELLANEOUS.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. No amendment or modification of this agreement is effective unless it is in writing, identified as an amendment to this Agreement and signed by an authorized representative of each party. If any term or provision of this City of Middleton Live Streaming Proposal

Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. This Agreement is binding on and inures to the benefit of the parties and their respective successors and permitted assigns. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in this Agreement, a signed copy of this Agreement delivered by facsimile, email, DocuSign or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Project Budget	\$ 7,653.65
Date Issued	4/19/2022  This proposal expires 30 days after the date issued.
Project Commencement	Project will begin once this document is signed and returned to your account executive.
Project Location	City of Middleton 1130 W Main St Middleton, Idaho 83644

Customer:  
City of Middleton  
1130 W Main St  
Middleton, Idaho 83644

Company:  
Neurilink, LLC  
12586 W. Bridger St.  
Suite 100  
Boise, Idaho 83713

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

Printed Name: \_\_\_\_\_

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

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

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

Printed Name: \_\_\_\_\_

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

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

# **EXHIBIT “J”**

# City Council Budget Workshc

County & State Revenue Sources	2022	2023
Property Tax Collections	\$2,684,398.00	\$2,899,149.84
Personal Property Replacement Appendix J	\$0.00	\$0.00
Agricultural Replacement Appendix J	\$0.00	\$0.00
County Road and Bridge	\$60,000.00	\$65,000.00
State Revenue Share - Sales Tax Appendix P	\$766,682.00	\$1,176,027.00
Highway Distribution - Appendix Q	\$305,860.00	\$354,884.00
Highway Distribution - HB312 Appendix Q	\$95,943.00	\$111,617.00
Highway Distribution - HB362 Appendix Q	\$0.00	\$65,244.00
State Liquor Distributions - Appendix R	\$103,625.00	\$122,000.00

	2022	2023
<i>Fee Revenue Sources</i>	<i>200 Permits</i>	<i>175 Permits</i>
AVG. Permit Fee	\$488,400.00	\$518,700.00
AVG. Plan Review Fee	\$121,000.00	\$142,275.00
Manual J - \$60 pass-through to mechanical inspec.	\$0.00	\$0.00
Electrical	\$72,000.00	\$54,000.00
Plumbing	\$72,000.00	\$54,000.00
Mechanical	\$48,000.00	\$36,000.00
Public Works Insp. Fee (paid 50% each water sewer)	\$5,000.00	\$4,375.00
Water Connection Fee	\$773,398.50	\$710,559.41
Inspection Water Fee	\$2,500.00	\$2,187.50
Sewer Connection Fee	\$1,272,835.20	\$1,169,418.08
Inspection Sewer Fee	\$2,500.00	\$2,187.50
Transportation Impact Fee	\$631,250.00	\$505,000.00
City Parks Impact Fee	\$215,750.00	\$172,600.00
Police Impact Fee	\$60,800.00	\$53,200.00
Collecting Other Impact Fee's Fee	\$4,000.00	\$3,500.00

DEPARTMENT	GL CODE	2022 Salary ONLY
Elected	01-410-110	\$122,734.00
Admin	01-415-110	\$277,660.00
Police	01-421-110	\$737,849.00

PUBLIC SAFETY	01-423-110	\$82,728.00
Parks	01-538-110	\$52,970.00
Streets	02-431-110	\$210,819.00
Water	60-434-110	\$302,784.00
Waste Water	61-415-110	\$418,861.00
Stormwater	62-436-110	\$0.00
<b>Total:</b>		<b>\$2,206,405.00</b>

<i>Potential New Hires</i>	<i>% SPLITS</i>	<i>G&amp;A</i>
Detective	\$60,320.00	
Police Officer	\$56,784.00	
Police Officer	\$56,784.00	
GIS	\$56,160.00	10%
Code Enforcement	\$41,600.00	
Seasonal Summer	\$13,000.00	

<i>COST SPLITS</i>	<i>Salary Only</i>	<i>G&amp;A</i>
Detective	\$60,320.00	
Police Officer	\$56,784.00	
Police Officer	\$56,784.00	
GIS	\$56,160.00	\$5,616.00
Code Enforcement	\$41,600.00	
Seasonal Summer	\$13,000.00	
<b>TOTAL:</b>	<b>\$284,648.00</b>	<b>\$5,616.00</b>

<i>COST SPLITS (tax &amp; benefits)</i>	<i>Salary + Tax &amp; Benefits</i>	<i>G&amp;A</i>
Detective	\$101,476.60	
Police Officer	\$97,228.10	
Police Officer	\$97,228.10	
GIS	\$96,283.46	\$9,628.35
Code Enforcement	\$78,843.08	
Seasonal Summer	\$14,022.84	
<b>TOTAL:</b>	<b>\$485,082.18</b>	<b>\$9,628.35</b>

<i>COST SPLITS EXPENSES</i>	<i>One Time Expenses</i>	<i>G&amp;A</i>
Detective	\$12,730.00	
Police Officer	\$78,830.00	
Police Officer	\$78,830.00	
GIS	\$19,591.00	\$1,959.10
Code Enforcement	\$38,891.00	
Seasonal Summer	\$150.00	
<b>TOTAL:</b>	<b>\$229,022.00</b>	<b>\$1,959.10</b>

## op - FY23 May 4, 2022

Delta	Percent	
\$214,751.84	8%	Split 53% General; 47% Streets
\$0.00	0%	
\$0.00	0%	
\$5,000.00	8%	100% Streets
\$409,345.00	53%	Split 53% General; 47% Streets
\$49,024.00	16%	100% Streets
\$15,674.00	16%	100% Streets Maintenance
\$65,244.00	100%	100% Streets
\$18,375.00	18%	100% General Fund

Delta	Percent	
\$30,300.00	6%	2023 based on current market value for homes. If prices drop
\$21,275.00	18%	this revenue will be lower.
\$0.00		
-\$18,000.00	-25%	City recognizes 40% of this fee as actual revenue,
-\$18,000.00	-25%	60% is expensed to inspectors
-\$12,000.00	-25%	
-\$625.00	-13%	
-\$62,839.09	-8%	
-\$312.50	-13%	
-\$103,417.13	-8%	
-\$312.50	-13%	
-\$126,250.00	-20%	
-\$43,150.00	-20%	
-\$7,600.00	-13%	
-\$500.00	-13%	

2023 Salary (Includes a 3% increase)	Delta Between 2022 & 2023	Potential New Hires (Salary Only)	Total w/New Hires (Salary Only)	Salary, Tax, & Benefits - WITHOUT- New Hires	Salary, Tax, & Benefits WITH New Hires
\$122,734.00	\$0.00	\$0.00	\$0.00	\$149,630.97	\$149,630.97
\$287,022.40	\$9,362.40	\$5,616.00	\$292,638.40	\$394,014.38	\$403,642.73
\$756,939.32	\$19,090.32	\$190,528.00	\$947,467.32	\$1,030,988.12	\$1,358,458.15

\$145,468.96	\$62,740.96		\$145,468.96	\$225,061.56	\$225,061.56
\$54,791.44	\$1,821.44	\$6,500.00	\$61,291.44	\$93,778.51	\$100,789.93
\$220,787.73	\$9,968.73	\$14,924.00	\$235,711.73	\$306,197.68	\$327,651.62
\$316,535.59	\$13,751.59	\$18,200.00	\$334,735.59	\$461,843.23	\$493,798.40
\$397,850.57	-\$21,010.43	\$18,200.00	\$416,050.57	\$645,200.39	\$677,155.56
\$0.00		\$30,680.00	\$30,680.00	\$0.00	\$55,608.10
<b>\$2,302,130.01</b>	<b>\$95,725.01</b>	<b>\$284,648.00</b>	<b>\$2,464,044.01</b>	<b>\$3,306,714.84</b>	<b>\$3,791,797.02</b>

<i>Police</i>	<i>Parks</i>	<i>Streets</i>	<i>Water</i>	<i>Wastewater</i>	<i>Stormwater</i>
100%					
100%					
100%					
0%		15%	25%	25%	25%
40%			10%	10%	40%
	50%	50%			

<i>Police</i>	<i>Parks</i>	<i>Streets</i>	<i>Water</i>	<i>Wastewater</i>	<i>Stormwater</i>
\$60,320.00					
\$56,784.00					
\$56,784.00					
		\$8,424.00	\$14,040.00	\$14,040.00	\$14,040.00
\$16,640.00	\$0.00	\$0.00	\$4,160.00	\$4,160.00	\$16,640.00
	\$6,500.00	\$6,500.00			
<b>\$190,528.00</b>	<b>\$6,500.00</b>	<b>\$14,924.00</b>	<b>\$18,200.00</b>	<b>\$18,200.00</b>	<b>\$30,680.00</b>

<i>Police</i>	<i>Parks</i>	<i>Streets</i>	<i>Water</i>	<i>Wastewater</i>	<i>Stormwater</i>
\$101,476.60					
\$97,228.10					
\$97,228.10					
\$0.00	\$0.00	\$14,442.52	\$24,070.87	\$24,070.87	\$24,070.87
\$31,537.23	\$0.00	\$0.00	\$7,884.31	\$7,884.31	\$31,537.23
	\$7,011.42	\$7,011.42	\$0.00	\$0.00	\$0.00
<b>\$327,470.03</b>	<b>\$7,011.42</b>	<b>\$21,453.94</b>	<b>\$31,955.17</b>	<b>\$31,955.17</b>	<b>\$55,608.10</b>

<i>Police</i>	<i>Parks</i>	<i>Streets</i>	<i>Water</i>	<i>Wastewater</i>	<i>Stormwater</i>
\$12,730.00					
\$78,830.00					
\$78,830.00					
\$0.00	\$0.00	\$2,938.65	\$4,897.75	\$4,897.75	\$4,897.75
\$15,556.40	\$0.00	\$0.00	\$3,889.10	\$3,889.10	\$15,556.40
	\$75.00	\$75.00			
<b>\$185,946.40</b>	<b>\$75.00</b>	<b>\$3,013.65</b>	<b>\$8,786.85</b>	<b>\$8,786.85</b>	<b>\$20,454.15</b>



<i><b>Fee Revenue Sources</b></i>	<i><b>200 Permits</b></i>	<b>NO GROWTH</b>
AVG. Permit Fee	\$488,400.00	\$0.00
AVG. Plan Review Fee	\$121,000.00	\$0.00
Manual J - \$60 pass-through to m	\$0.00	\$0.00
Electrical	\$72,000.00	\$0.00
Plumbing	\$72,000.00	\$0.00
Mechanical	\$48,000.00	\$0.00
Public Works Insp. Fee (paid 50%)	\$5,000.00	\$0.00
Water Connection Fee	\$773,398.50	\$0.00
Inspection Water Fee	\$2,500.00	\$0.00
Sewer Connection Fee	\$1,272,835.20	\$0.00
Inspection Sewer Fee	\$2,500.00	\$0.00
Transportation Impact Fee	\$631,250.00	\$0.00
City Parks Impact Fee	\$215,750.00	\$0.00
Police Impact Fee	\$60,800.00	\$0.00
Collecting Other Impact Fee's Fee	\$4,000.00	\$0.00
	\$3,769,433.70	

**Total Cost  
with New  
Hires and One  
Time Expenses**

\$149,630.97  
\$405,601.83  
\$1,544,404.55

**New Employee General Fund Impact Summary**

	General Fund
Without New Hires	\$1,893,473.54
With New Hires	\$2,237,583.34

\$225,061.56
\$100,864.93
\$330,665.27
\$502,585.25
\$685,942.41
\$76,062.25
<b><u>\$4,020,819.02</u></b>

Delta	\$344,109.80
New Property Tax \$214,752	\$113,818.56 53% New Property
Shortfall	-\$230,291.24

**Other Considerations**

One-time expenses are not included above  
Inflation across the budget at a minimum of 8%

Funding this position requires a increase in Storm Water Fees

**Delta**

---

-\$488,400.00 Personnel

-\$121,000.00 Personnel

\$0.00

-\$72,000.00

-\$72,000.00

-\$48,000.00

-\$5,000.00

-\$773,398.50 19% M/O 81% CAP

-\$2,500.00

-\$1,272,835.20 16% M/O; 84% Cap

-\$2,500.00

-\$631,250.00 100% Cap

-\$215,750.00 100% Cap

-\$60,800.00 100% Cap

-\$4,000.00

-\$3,769,433.70

## FY-23 Budget Assumptions

### Property Tax

8% (includes the 3%) Max Allowable PT Increase (HB398)

### Additional Revenue

\$214,752

**TOTAL NEW REVENUE FROM PROPERTY TAX EXPECTED**

**\$214,752**

### Utility

5% Increase Water Base Rate

### *Current Fee*

\$ 11.68

### *New Fee*

\$ 12.26

5% Increase Water Use Rate

\$ 1.92

\$ 2.02

5% Increase Water Connection Fee

\$ 3,866.99

\$ 4,060.34

5% Increase Sewer Base Rate

\$ 38.10

\$ 40.01

5% Increase Sewer Use Rate

\$ 3.53

\$ 3.71

5% Increase Sewer Connection Fee

\$ 6,364.18

\$ 6,682.39

### Building

Anticipates 175 new residential homes

### Budget Impacts

Health Care Premiums estimated increase 5%

### *Medical Election*

### *# EE on Plan*

EE

6

EE+SP

5

EE+CHILD

0

EE+CHILDREN

3

EE+SP+CHILD(REN)

11

STIPEND

13

**38**

### **ESTIMATED PLAN RATES**

### **Blue Shield**

### **2022 Ins.**

5% Est. Increase

**Premium**

### **2023 EMPLOYEE'S TOTAL OUT OF POCKET PER YEAR:**

INDIVIDUAL: \$1,500.00

FAMILY: \$3,000.00

EE

\$ 642.95

EE+SP

\$ 1,285.89

EE+CHILD

\$ 1,221.60

EE+CHILDREN

\$ 1,221.60

EE+SP+CHILD(REN)

\$ 1,864.55

### **2023**

### **DELTA DENTAL PLAN**

### **Delta Dental**

### **2022 Ins.**

### **Premium**

Assuming a 5% increase

EE

39.54

EE+SP

79.08

EE+CHILD	73.35
EE+CHILDREN	92.54
EE+SP+CHILD(REN)	124.35

<i>Maint. Spend</i>	<i>Savings</i>	<i>Change</i>
\$ 12.26	\$ -	\$ 0.58
\$ 2.02	\$ -	\$ 0.10
\$ 4,060.34	\$ -	\$ 193.35
\$ 40.01	\$ -	\$ 1.91
\$ 3.71	\$ -	\$ 0.18
\$ 6,682.39	\$ -	\$ 318.21

<i>Resident Water/Sewer Bill 400</i>		
<i>Current</i>	<i>Proposed</i>	
\$ 11.68	\$	12.26
\$ 7.68	\$	8.06
\$ 38.10	\$	40.01
\$ 14.12	\$	14.83
\$ 71.58	\$	75.16

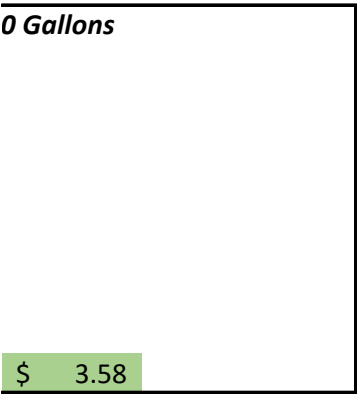
<i>Cost</i>	<i>Blue Shield</i>	<i>DELTA DENTAL</i>	<i>Total ER Pd Benefits</i>
\$	62,792.15	\$ 2,989.22	
\$	123,941.98	\$ 3,736.53	
\$	-	\$ -	
\$	70,893.44	\$ 2,496.31	
\$	387,246.04	\$ 11,357.58	
\$	84,318.00		
\$	<b>729,191.60</b>	<b>\$ 20,579.64</b>	<b>\$ 749,771.25</b>

<i>ER Buy Down Deductible</i>	<i>100% Pd by ER</i>	<i>50% Pd by ER</i>	<i>Total Paid by ER</i>	<i>Per Pay Period ER</i>	<i>EE pd per mo.</i>
\$ 229.17	\$ 872.11		\$ <b>872.11</b>	\$ 436.06	\$ -
\$ 458.33	\$ 1,744.23	\$ 321.47	\$ <b>2,065.70</b>	\$ 1,032.85	\$ 321.47
\$ 458.33	\$ 1,679.93	\$ 289.33	\$ <b>1,969.26</b>	\$ 984.63	\$ 289.33
\$ 458.33	\$ 1,679.93	\$ 289.33	\$ <b>1,969.26</b>	\$ 984.63	\$ 289.33
\$ 458.33	\$ 2,322.88	\$ 610.80	\$ <b>2,933.68</b>	\$ 1,466.84	\$ 610.80

<i>5% Increase 2023</i>	<i>100% Pd by ER</i>	<i>50% Pd by ER</i>	<i>Total paid by ER</i>	<i>Per Pay Period</i>	<i>EE pd per mo.</i>
41.52	41.52		41.52	20.76	
83.03	41.52	20.76	62.28	31.14	20.76

77.02	41.52	17.75	59.27	29.63	17.75
97.17	41.52	27.83	69.34	34.67	27.83
130.57	41.52	44.53	86.04	43.02	44.53





<i>Per Pay Period</i>	<i>ER Cost Per EE Per Year</i>
\$ -	\$ 10,465.36
\$ 160.74	\$ 24,788.40
\$ 144.66	\$ 23,631.15
\$ 144.66	\$ 23,631.15
\$ 305.40	\$ 35,204.19

**Per Pay  
Period**

10.38

8.88

13.91

22.26