
MIDDLETON CITY COUNCIL
JULY 6, 2022

The Middleton City Council meeting on July 6, 2022, was called-to-order at 5:30 p.m. by Council President Rob Kiser.

Roll Call: Council President Kiser, Council Members Huggins, Murray and O'Meara were present. City Attorney Douglas Waterman, City Clerk Becky Crofts, Planning Official Roberta Stewart, Planning Staff Jennica Reynolds, Public Works Director Jason Van Gilder and Deputy Clerk Dawn Goodwin were present. Mayor Rule was absent due to illness.

Pledge of Allegiance, Invocation: Council President Rob Kiser

Action Items

A. Approve Agenda

Motion: Motion by Council Member Huggins to approve the agenda as posted July 1, 2022, at 4:45 p.m. Motion seconded by Council Member O'Meara and approved unanimously.

Action Items:

1. Consent Agenda (items of routine administrative business) (**Action Items**) **Exhibit A**
 - a. Consider approving minutes for City Council June 15, 2022, regular meeting.
 - b. Consider ratifying payroll for June 17, 2022, in the amount of \$122,650.86 and July 1, 2022 in the amount of \$95,718.17.
 - c. Consider approving accounts payable thru July 1, 2022, in the amount of \$201,793.93.

Council President Kiser called the items. Council President Kiser stated he had gone through the accounts payable, and nothing had changed since the check registers had been uploaded to the council drobox.

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

2. Consider removal of Alan Takeuchi as the Middleton Chief of Police pursuant to Idaho Code 50-206. – Mayor Rule

Council President Kiser called the agenda item and explained that a resignation letter from the Chief was received at the city on July 5, 2022.

Motion: Motion by Council President Kiser to accept the resignation of Alan Takeuchi. Motion seconded by Council Member Huggins and approved unanimously by roll call vote.

Council President Kiser called for a small break at 5:40 pm and resumed the meeting at 5:46 pm.

3. Consider adding language to the Moratorium to provide that the County adoption of the Mid-Star impact fees will remedy the harm caused by the County inaction on the same and resolve the necessity for a moratorium. – Mayor Rule **Exhibit B**

Council President Kiser called the agenda item and City Attorney Douglas Waterman gave a brief explanation regarding the purpose of the ordinance.

Motion: Motion by Council Member Huggins to adopt Ordinance No. M22-01 an ordinance enacted by the Middleton City Council amending that certain moratorium upon the processing of all development applications, including, but not limited to, all annexations, rezones, building permits, design review, preliminary plats, variances, conditional use permits, planned unit developments, and other similar applications; providing for severability; and declaring the subordination of all ordinances, resolutions and orders in conflict herewith. Motion seconded by Council Member Murray and approved unanimously.

4. **Public Hearing: (Request to be tabled.)** Applications by M3 and JUB Engineers for annexation/zone change, preliminary plat, development agreement, and comprehensive plan map amendment with respect to Quarry East Subdivision located at 21500 Middleton Road and 11436 Lincoln Road (Tax Parcel Nos. R34076 and R34077). The proposed preliminary plat consists of 466 single family homesites, 102 duplex homesites, 72 cluster single family lots, 1 mini-self storage lot, 67 common lots, and 46 shared driveways/private roads lots on 236.60 acres of vacant land zoned County Agricultural, C-1, and M-1. Applicants are requesting a zone change to Mixed Use (M-U). In the comprehensive plan map amendment application, applicants are requesting that the "Residential Use" designated for the property be changed to "Industrial Use" to accommodate the mini-storage parcel. – Roberta Stewart

Council President Kiser called the item and Planning and Zoning Official Roberta Stewart requested that the item be tabled to July 20, 2022 at 5:30 p.m.

Motion: Motion by Council President Kiser table the application by M3 and JUB Engineers for annexation/zone change, preliminary plat, development agreement, and comprehensive plan map amendment with response to Quarry East Subdivision to July 20, 2022, at 5:30 p.m. Motion was seconded by Council Member O'Meara and approved unanimously.

5. Consider approving final plat for Estates at West Highlands Subdivision #1. – Roberta Stewart

Council President Kiser called the item. Planning and Zoning Official Roberta Stewart presented **Exhibit C**.

Motion: Motion by Council President Kiser to approve the final plat for Estates at West Highlands Subdivision #1. Motion was seconded by Council Member O'Meara and carried unanimously.

6. **Public Hearing:** Application from MCNIC Properties LLC and Representative Marks Land Surveying, LLC for annexation/rezone with respect to 1.046 acres located at 21991 Middleton Road (Tax Parcel No., R340750120). The current zoning is Canyon County M-1 and the proposed zoning is City M-1. – Jennica Reynolds

Council President Kiser called the agenda item and opened the public hearing at 5:49 p.m. Planning Staffer Jennica Reynolds presented **Exhibit E** and entered into record **Exhibit D**.

Representative:

Brandon Nichols: To place a new building on the front of the property the back lot needs to be annexed onto the city so that there is more space to accomplish this task.

Public Comment: Jeremy Rudolph signed up to testify but decline to speak after being called.

Motion: Motion by Council President Kiser approve the application from MCNIC Properties LLC and Representative Marks Land Surveying, LLC for annexation/rezone with respect to 1.046 acres located at 21991 Middleton Road with the expectation that all requirements presented in the staff report are met. Motion seconded by Council Member O'Meara and approved unanimously. The public hearing was closed at 6:03 p.m.

7. Consider adopting Ordinance No. 668 for Annexation of 1.046 acres at 21991 Middleton Road, Tax Parcel No. R340750120. – Jennica Reynolds **Exhibit F**

Council Member Kiser called the item and Planning Staffer Jennica Reynolds gave a brief explanation of the item.

Motion: Motion by Council President Kiser to read Ordinance No. 668 by title only. Motion seconded by Council Member O'Meara and approved unanimously. Council Member Kiser read Ordinance No. 668 by title only.

Motion: Motion by Council President Kiser to waive the three-reading rule and adopt Ordinance No. 668. Motion seconded by Council Member O'Meara and approved unanimously by roll call vote.

8. Consider conflict waiver for Hamilton Michaelson Hilty for contact services for the Middle Urban Renewal Agency. – Douglas Waterman **Exhibit G**

Council Member Kiser called the item and City Attorney Douglas Waterman gave a brief explanation of the item.

Motion: Motion by Council Member Huggins to approve a conflict waiver for Hamilton Michaelson Hilty for contact services for the Middleton Urban Renewal. Motion seconded by Council Member O'Meara and approved unanimously.

9. Consider approving Resolution 471-22 A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIDDLETON, IDAHO, ACCEPTING THAT CERTAIN REPORT ON ELIGIBILITY FOR THE MIDDLETON URBAN RENEWAL AREA WEST AS AN URBAN RENEWAL AREA AND REVENUE ALLOCATION AREA AND JUSTIFICATION FOR DESIGNATING THE AREA AS APPROPRIATE FOR AN URBAN RENEWAL PROJECT; DETERMINING THE AREA IN THE ELIGIBILITY REPORT AND WITHIN THE CITY OR WITHIN THE CITY'S AREA OF OPERATION, TO BE A DETERIORATED AREA AND/OR A DETERIORATING AREA AS DEFINED BY IDAHO CODE SECTIONS 50-2018(8), (9) AND 50-2903(8), DIRECTING THE URBAN RENEWAL AGENCY OF MIDDLETON, IDAHO TO COMMENCE THE PREPARATION OF AN URBAN RENEWAL PLAN SUBJECT TO CERTAIN CONDITIONS, WHICH PLAN MAY INCLUDE REVENUE ALLOCATION PROVISIONS, FOR ALL OR PART OF THE AREA; AND PROVIDING AN EFFECTIVE DATE. --Meghan Conrad and Douglas Waterman

Council President Kiser called the item. Meghan Conrad attorney for the Middleton Urban Renewal Agency presented **Exhibit H** which explained both agenda item number nine and ten. Council Member Huggins disclosed that herself and Council President Kiser were also on the Middleton Urban Renewal Agency board.

Motion: Motion by Council President Kiser to approve Resolution 471-22 a resolution of the mayor and city council of the city of Middleton, Idaho, accepting that certain report on eligibility for the Middleton urban renewal area west as an urban renewal area and revenue allocation area and justification for designating the area as appropriate for an urban renewal project; determining the area in the eligibility report and within the city or within the city's area of operation, to be a deteriorated area and/or a deteriorating area as defined by Idaho code sections 50-2018(8), (9) and 50-2903(8), directing the urban renewal agency of Middleton, Idaho to commence the preparation of an urban renewal plan subject to certain conditions, which plan may include revenue allocation provisions, for all or part of the area; and providing an effective date . Motion seconded by Council Member Huggins and approved unanimously by roll call vote.

10. Consider approving Resolution 472-22 A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIDDLETON, IDAHO, ACCEPTING THAT CERTAIN REPORT ON ELIGIBILITY FOR THE MIDDLETON URBAN RENEWAL AREA EAST AS AN URBAN RENEWAL AREA AND REVENUE ALLOCATION AREA AND JUSTIFICATION FOR DESIGNATING THE AREA AS APPROPRIATE FOR AN URBAN RENEWAL PROJECT; DETERMINING THE AREA IN THE ELIGIBILITY REPORT AND WITHIN THE CITY OR WITHIN THE CITY'S AREA OF OPERATION, TO BE A DETERIORATED AREA AND/OR A DETERIORATING AREA AS DEFINED BY IDAHO CODE SECTIONS 50-2018(8), (9) AND 50-2903(8), DIRECTING THE URBAN RENEWAL AGENCY OF MIDDLETON, IDAHO TO COMMENCE THE PREPARATION OF AN URBAN RENEWAL PLAN SUBJECT TO CERTAIN CONDITIONS, WHICH PLAN MAY INCLUDE REVENUE ALLOCATION PROVISIONS, FOR ALL OR PART OF THE AREA; AND PROVIDING AN EFFECTIVE DATE.
- Meghan Conrad and Douglas Waterman

Council President Kiser called the agenda item.

Motion: Motion by Council President Kiser to approve resolution of the mayor and city council of the city of Middleton, Idaho, accepting that certain report on eligibility for the Middleton urban renewal area east as an urban renewal area and revenue allocation area and justification for designating the area as appropriate for an urban renewal project; determining the area in the eligibility report and within the city or within the city's area of operation, to be a deteriorated area and/or a deteriorating area as defined by Idaho code sections 50-2018(8), (9) and 50-2903(8), directing the urban renewal agency of Middleton, Idaho to commence the preparation of an urban renewal plan subject to certain conditions, which plan may include revenue allocation provisions, for all or part of the area; and providing an effective date. Motion seconded by Council Member Huggins and approved unanimously by roll call vote.

11. Consider approving Ordinance 667 AN ORDINANCE ENACTED BY THE MIDDLETON CITY COUNCIL AMENDING TITLE 1, CHAPTER 5, SETION 1-5-3, MIDDLETON CITY CODE, PERTAINING TO MEETINGS OF THE CITY COUNCIL; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF, IN CONFLICT HEREWITH. – Mayor Rule **Exhibit I**

Council President Kiser called the item and City Attorney Douglas Waterman gave a brief background on the item regarding it being seen on the agenda as an action item. Council Member O'Meara pointed out the location in the Ordinance was incorrect as meetings were no longer held at 310 Cornell.

Motion: Motion by Council President Kiser to read Ordinance No. 667 by title only. Motion seconded by Council Member Huggins and carried unanimously. President Kiser read Ordinance No. 667 but title only.

Motion: Motion by Council President Kiser to waive the three-meeting rule and adopt Resolution No. 667 with the change of location to reflect meetings to be held at 1103 W, Main Street. Motion seconded by Council Member O'Meara and carried unanimously by roll call vote.

12. Consider approving a Purchase Agreement for the property located at 310 Murphy Ave, Middleton, ID 83644. – Becky Crofts

Council President Kiser called the item and City Administrator Becky Crofts presented **Exhibit J**. Mrs. Crofts explained that this parcel of land was need for the future alignment of Middleton Rd and that the balance of the purchase of \$278,000, the appraised value for the property, would be carried forward into the Fiscal 2023 budget. Mrs. Crofts went on to explain that upon council's approval, the city Building Official would conduct a home inspection. A brief council discussion followed.

Motion: Motion by Council President Kiser to approve the purchase agreement for the property at 310 Murphy Ave, Middleton, ID 83664. Motion was seconded by Council Member O'Meara.

Amended Motion: Motion by Council President Kiser to approve the purchase agreement for the property at 310 Murphy Ave, Middleton, ID 83664 and that the lease agreement limits the any liability of the city. Motion was seconded by Council Member O'Meara and carried unanimously.

13. Consider adopting Ordinance No. 665 an ordinance enacted by the Middleton City Council amending Title 7, Chapter 6, Section 07-06-01, Middleton City Code, pertaining to sidewalks and repairs of the City of Middleton; providing for an effective date; providing for severability; and repealing all ordinances, resolutions, orders, and parts thereof, in conflict herewith, and to approve the summary for publication as authorized by Idaho Code 50-901A. – Jason VanGilder

Council President Kiser called the item and Public Works Director Jason Van Gilder presented **Exhibit K**. A brief council discussion followed.

Motion: Motion by Council President Kiser to read Ordinance No. 665 by title only for the first reading. Motion was seconded by Council Member O'Meara and carried unanimously.

14. Consider approving a special event permit for The Extreme Tour on August 14, 2022, to be held at Piccadilly Park. – Dawn Goodwin **Exhibit L**

Council President Kiser called the item and Deputy Clerk Dawn Goodwin gave a brief explanation of the item.

Motion: Motion by Council President Kiser to approve the special events permit for The Extreme Tour on August 14, 2022, to be held at Piccadilly Park. Motion was seconded by Council Member O'Meara and carried unanimously.

Discussion Items:

- 1.) Idaho Global War on Terror Memorial Project – Council Member Murray
Council Member Murray gave a back story on how the idea of this project came about and that after speaking with Mayor Rule and the council members each individually, he wanted to present the idea of installing a memorial for the those who have fought the war on terror at the River Walk Park.
- 2.) South Cemetery Rd, Middleton Middle School Parent Drop/Pickup – Council Member Murray
Council Member Murray gave an update on the pervious brought up topic regarding the traffic congestion on HWY 44 with the Middleton Middle School drop off and pick up. The suggestion is that the city and school district work together to install a drop off and pick up parking lot off Cemetery Road. The lot would be graveled not paved and would be a short-term solution to relieving congestion and backup along the highway.

Public Comments

- Rob Sturgill – 8576 Lanimore Lane, Middleton, ID 83644 – Mr. Sturgill read a statement into the record regarding the removal of public staff and the transparency between the city and its residents.
- Jeremy Rudolph – 507 Triumph Drive, Middleton, ID 83644 – Mr. Rudolf stated that he agreed with Mr. Sturgill's statement, and he went on commend Council Member Murray's Global War on Terror project. Mr. Rudolph also sought more information regarding the MURA East and West expansion.

Mayor and Council Comments

- Council Member Murry asked for an update on the progress for the livestream system. Mrs. Crofts explained that it is behind due to supply change issues and a backorder of parts.
- Council Member O'Meara stated that Hill Side Park is progressing nicely and is right on track.


Council President Kiser called for a break at 7:59 pm and called the meeting back to order at 8:06 pm.

Information Items: Mayor & Council review of budget – Wendy Miles

City Treasure Wendy Miles presented a rough outline of the budget for council to give direction on proceeding for presenting a budget to council at the July 20, 2022, for approval for publication. Mrs. Miles stated that this would be the last budget workshop for council for give feed back and input on the budget before being presented with a budget for public hearing publication. A council and staff discussion followed regarding direction for different line items within the budget.

Adjourn: Mayor adjourned the city council meeting at 8:52 PM.

ATTEST:


Dawn Goodwin, Deputy Clerk
Minutes Approved: July 20, 2022

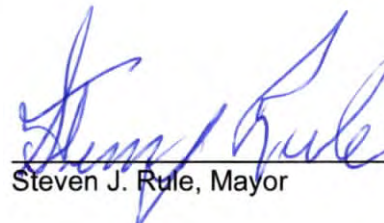

Steven J. Rule, Mayor



EXHIBIT “A”

AGREEMENT FOR WASTEWATER OPERATIONS SERVICES

THIS AGREEMENT FOR WASTEWATER OPERATIONS SERVICES

(Agreement) is made, entered into, and effective on the 1st day of June, 2022, by and between OMCS, L.L.C., an Idaho limited liability company (Operations Contractor), and the City of Middleton, an Idaho Municipality (Owner, and City).

RECITALS

- A. Owner owns and operates a wastewater treatment plant and related facilities (Wastewater Facilities).
- B. The Operations Contractor provides services for the management and operations of wastewater treatment plants and related facilities.
- C. Owner desires to engage the Operations Contractor to provide services as set forth in this Agreement, and the Operations Contractor desires to provide such services for the consideration set forth in this Agreement.
- D. The Owner and Operations Contractor acknowledge that the hours devoted to system operation and maintenance will vary month by month over the year with more effort required during start up and the first months of system operation and less effort required as the City staff gains experience and the system reaches operation equilibrium.

AGREEMENT

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

1. **Independent Contractor.** The Operations Contractor is an independent contractor determining its own time, place and manner of performing its services. Neither the Operations Contractor, nor its employees or agents, are City employees. Operations Contractor shall maintain its own workers compensation insurance as required by law.
2. **Scope of Services.** The Operations Contractor shall lead and provide operation and maintenance services to Owner for the Owner's Wastewater Facilities. In connection with the foregoing, the Operations Contractor shall perform or provide the following.

A. Licensing. Maintain professional certifications necessary for the Wastewater Facility to comply with local, state, and federal requirements; and be the responsible licensed operator(s) the City registers with the Idaho Department of Environmental Quality and any other necessary regulators. This scope of services specifically excludes signing DMR reports, which the City shall do.

B. Man-hours. Excluding Additional Services, Emergencies, and Emergency Response/System Alarm call outs. The parties will determine the distribution of man-hours.

C. Responsibilities and Tasks. Responsibilities include, but are not limited to, generating and implementing the following:

- i. Wastewater Facilities operations, maintenance, and reuse land application, within the Wastewater Facilities' limitations, so that effluent discharged and waste materials disposed by the Wastewater Facilities meet the requirements of the City's existing expired, and next anticipated, National Pollutant Discharge Elimination System (NPDES) permit(s) and of the Idaho Department of Environmental Quality's Compliance Order to the City.

- ii. Notifying the Owner in writing of any hazards, non-compliance, safety, operations and other issues they observe that need corrected in a timely manner.

- iii. Transferring OMSC, L.L.C. employee and agent knowledge to City employees through assisting, mentoring, and training City's employees or agents in operation of the Owner's Wastewater Facilities;

- iv. Familiarization with the Wastewater Facilities during construction;

- v. Reviewing, commenting on, and implementing start-up procedures;

- vi. Generating and developing reports and plans;

- (a) Discharge Monitoring Report (DMR) Template;

- (b) Sampling and Monitoring Plan;

- (c) General Maintenance Plan;

(d) Standard Operating Procedures as follows:

Influent Flow Monitoring
Screen
Lift Station
Equalization Basin
Sequential Batch Reactor
Sludge Storage and Management
Utility Water Pump Station
Chemical Feed Facilities
UV Disinfection System

D. Provide inspections as needed to comply with local, state, and federal requirements;

E. Perform any and all actions that the Operations Contractor deems necessary or desirable to protect public health in any situation determined by the Operations Contractor to be an emergency (**Emergency**); provided, however, that the Operations Contractor will make a good faith effort to contact and notify the Owner prior to taking such action, and will provide a written report to the Owner, within 72 hours after the Emergency has resolved, that details the emergency and actions taken; and

F. Provide additional services associated with the Wastewater Facility not otherwise specified in this Agreement upon Owner's written request and as agreed upon by the Operations Contractor, including without limitation: any corrective maintenance and or repairs for the Wastewater Facilities, non-scheduled operations, annual report generation, additional SOP development, regulatory documents, technical and consulting services regarding facility modifications, expansions, changes in laws and regulations impacting the Facilities which would require mediation (**Additional Services**).

3. Owner Obligations. Owner shall be responsible to do or provide the following:

A. Payment of all Wastewater Facilities' expenses, which means expenditures for: (i) equipment, supplies and other items necessary for routine operations; (ii) utility costs; and (iii) regulatory-required sampling, and testing/laboratory expenses.

B. Employees or agents to perform daily and routine operational duties, and Emergency response, as required by local, state, and federal regulatory practices.

C. Owner shall:

- i. Sign DMRs;
- ii. Provide materials, equipment, and job supplies; and
- iii. Provide laboratory testing and analysis.

4. **Authorized Representatives.** Each party shall designate an authorized representative who shall be the principal point of contact between the parties for all matters related to the Wastewater Facilities. A party may designate a new authorized representative by giving written notice to the other party. The initial authorized representatives for each party are as follows:

Owner: City of Middleton/Mayor Steve Rule

Operations Contractor: OMCS LLC

5. **Payment for Services.**

A. Rates and Payment. The Owner shall pay the Operations Contractor the following compensation for services provided under this Agreement.

i. Monthly Base Fee: \$3,000.00 / month

ii. Fee for Routine Services: \$65.00/hr.

iii. Fee for Additional Services: \$65/hr.

iv. Fee for Emergency Services: \$97.50/hr

v. On-Call Services: \$65.00/day on-call

vi. Materials and Job Supplies: Generally, Owner will supply equipment materials, and job supplies. Operations Contractor may invoice Owner 10% over cost for materials and job supplies provided by Operations Contractor if agreed to by Owner.

vii. Laboratory and Analysis: Generally, Owner will laboratory and analysis. Operations Contractor may invoice Owner 10% over cost for laboratory and analysis provided by Operations Contractor if agreed to by Owner.

B. Not to exceed unless otherwise notified in writing by owner:

i. Weekly Process Oversight and Monthly Base Fee:

a) Base Fee: \$3000.00/month June 2022 to September 2023 16 months
x \$3000/month = \$48,000

b) Process Oversight: 65/hr. x 4hrs./week x 78.214/16 months =
\$20,335

ii. On-call Coverage, Emergency Response, and Other Operational Assistance:

a) 10hr/month x 16 months x \$65/hr. = \$10,400

b) Emergency Response Hours will be billed at 97.50 with a 2-hour minimum.

iii. Technical WWTP Project Review:

a) \$65/hr. x 20 hrs./review x 4 reviews (Headworks Bid Package, WWTP Basis of Design Memo, WWTP 30% Design, WWTP 60% Design) =
\$5,200

C. Invoicing. Operations Contractor shall invoice the Owner once each month, and the Owner shall pay each invoice within two weeks of receipt of the invoice, unless an invoice is protested. Invoices shall contain the operator performing services being invoiced for, category of service, the dates and amount of time for services, and a brief description of services performed. The "Category of service" means Routine Services (in-contract-scope), Additional Services (out-of-contract scope), or Emergency Services (out-of-contract scope).

D. Protesting an Invoice. If the Owner questions an invoice from the Operations Contractor, the Owner shall provide the Operations Contractor a written protest of all or any portion of an invoice within ten (10) days of its receipt. A protested invoice is not deemed due and payable until the protested charge is resolved between the parties.

E. Late Payment Penalty. If payment is not received within the two week period after invoicing, a compounding 20% penalty may at Operation Contractor's discretion be assessed to the totality of the invoice every week that payment is not received.

6. Duration and Termination. This agreement shall be for a term of 16 months from the effective date (June 1, 2022) of this Agreement. The parties may terminate this Agreement by executing an agreement containing the terms of termination.

7. Indemnity and Insurance. Operations Contractor agrees to indemnify and hold Owner harmless from any liability, claims, or damages arising out of or in any way connected with Operations Contractor's performance of the work described in this Agreement, provided any such liability, claims or damages are not attributable the gross negligence or intentional misconduct of Owner, its employees or agents. Owner shall indemnify, defend, and hold Operations Contractor harmless from any liability or damages from any liability or damages for property damage or bodily injury, including death, which results from all causes of any kind other than the negligent, grossly negligent, reckless, or intentional misconduct of the Operations Contractor, its employees or agents.

8. Liability. The parties recognize the Operations Contractor's services are to provide operations and maintenance oversight and services for the Wastewater Facilities within the scope of services of this Agreement. In providing such ongoing services the Operations Contractor warrants that its services shall be performed in accordance with professional industry standards and it shall not be held responsible or liable for damages occurring as a result of existing system deficiencies or design not a part of this Agreement.

9. General Provisions.

A. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same instrument.

B. Notices. All written notices required under this Agreement shall be delivered e-mail, facsimile, U.S. Mail, or overnight delivery, and shall be deemed properly given upon receipt by the addressed recipient. All notices shall be addressed as follows, unless otherwise requested in writing from one party to another.

If to Operations Contractor:

Attn: --Jay Irby-----
OMCS, L.L.C.
2976 E State St
Ste 120 Pmb 405
Eagle, ID 83616
Phone: 208-989-4753

Email: jayirby.omcs@gmail.com

If to Owner:

Attn: Becky Crofts
City of Middleton
P.O. Box 487
Middleton, Idaho 83644
Phone: (208) 585-3133
Fax: (208) 585-9601
Email: bcrofts@middletoncity.com

C. Assignment. Neither party shall assign all or any portion of this Agreement, or delegate the party's performance, without the prior written consent of the other party. Any purported assignment without that consent shall be void and of no effect.

D. Further Acts. Each party shall, at the request of the other, execute, acknowledge (if appropriate) and deliver whatever additional documents, and do such other acts, as may be reasonably required in order to carry out the intent and purposes of this Agreement.

E. Attorney Fees. The prevailing party in any legal action brought by one party against the other and arising out of this Agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including attorney fees, costs of expert witnesses, appeal and collection.

F. Entire Agreement. This Agreement contains the entire understanding and agreement of the parties relating to the subject matter herein, and supersedes all prior comments, suggestions, or agreements not expressly contained herein.

H. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall in no way be affected, impaired, or invalidated.

I. Controlling Law. This contract shall be governed by the law of the State of Idaho with venue in the Third Judicial District Court of the State of Idaho in Canyon County, Idaho, and the parties consent to that court's personal jurisdiction.

In witness whereof, the hereto parties have executed this Agreement.

OMCS, L.L.C.

By: Jay Irby

Its:

CITY OF MIDDLETON

By: Mayor Steve Rule

Its:

EXHIBIT “B”

CITY OF MIDDLETON

Wastewater Treatment Plant Upgrades

SCOPE OF SERVICES

City of
Middleton



City of Middleton Wastewater Treatment Plant Upgrades

Over the last year, T-O Engineers has worked closely with the City of Middleton to develop a Facility Plan Addendum and define a path for the wastewater treatment plant (WWTP) upgrades to support the continued growth of your community. T-O Engineers is pleased to have the opportunity to present this scope of work and fee estimate to the City of Middleton for design of the WWTP Upgrades.

Background

The City of Middleton operates a municipal wastewater treatment facility that discharges treated effluent to the Boise River via the Mill Slough. The facility consists of a headworks (two screening units and a lift station), grit removal, two sequencing batch reactors (SBR), post-equalization basin, ultraviolet (UV) disinfection and a sludge pond for accumulated solids. The City has an existing wastewater facility plan prepared in 2019 and an addendum to the facility plan recently completed by T-O Engineers in 2022. The facility plan addendum will serve as the planning basis for design. The addendum selected a derivative of activated sludge as the preferred method of biological treatment which will be used in design. The City has elected to locate the new activated sludge basins in pond #1. The existing SBR basins will be modified to another treatment process (e.g., clarifier or equalization tank). It is understood that the City will be involved in the design process, providing feedback and input throughout. All improvements will be designed to accommodate the 2040 flow and population projections provided by the City and contained in the approved facility plan addendum.

The regulatory requirements for the treated wastewater, effluent, are established in the City of Middleton Wastewater National Pollutant Discharge Elimination System (NPDES) Permit No. ID-002183-1. This permit expired on November 2, 2004. The Environmental Protection Agency administratively continued the permit allowing continued discharge to the Boise River. The City continued to work with the EPA and subsequently the Idaho Department of Environmental Quality (IDEQ), which was granted primacy in July 2018, to prepare for issuance of a new discharge permit. It is unknown when IDEQ will issue the new permit. Prior to proceeding with design, the City and T-O Engineers will work with IDEQ to discuss future discharge regulatory requirements.

The following list describes the WWTP Upgrades (Project) to be designed under this scope of work.

- A. Activated Sludge Biological Treatment Basins.** Biological process basin will be located inside of the Pond #1 footprint. Existing design criteria contained in the Facility Plan Addendum including population projections, flows, loadings, and planning permit requirements will be used as the basis for activated sludge design. Major design components of the activated sludge biological process include the following:
- *Process Basins: New concrete process basins will be designed to accommodate the max month influent flow of 3.48 MGD. Variations of the activated sludge process, including step feed, A2O and Bardenpho were reviewed in the masterplan addendum. The City will provide input on the desired treatment technology which is to be designed. Up to three combinations of the activated sludge process will be*

evaluated.

- Intermediate Transfer Pump Station: *A pump station may be required to transfer process basin effluent to the secondary clarifier(s)*
- Effluent Pump Station: *A new effluent pump station may be required to transport secondary clarifier effluent to the UV disinfection system.*
- Waste Activated Sludge (WAS) / Return Activated Sludge (RAS) Pump Station: *A new WAS/RAS pumping station will be required. It will include WAS transfer piping to sludge storage tank and RAS transfer piping back to process basins. The pumping station is assumed to be located in a small building near the secondary clarifiers.*
- Secondary Clarifiers: *Two (2) secondary clarifiers will be required to meet design requirements. Clarifier is assumed to be a concrete structure with fiberglass reinforced plastic (FRP) launder covers. A flow split mechanism will be required to equalize loading rates for the clarifiers. The secondary clarifiers are anticipated to be located in Pond #1.*

- B. Blower & Dewatering Building.** A new combined blower/dewatering building will be designed as a masonry structure. The building will be a single-story structure of approximately 3,500 square feet. Included in the floor plan will be a dedicated blower room, MCC/Electrical room, domestic water heater room, bathroom with shower, office, and dewatering room. The blower room will accommodate approximately two (2) duty blowers, one (1) standby and up to three (3) additional future blowers. No laboratory facilities will be included in the new building. The dewatering room is planned to be electrically unclassified per National Fire Protection Association Manual 820 due to adequate air exchange capacity. Fire suppression systems will be excluded; however, fire alarm systems will be provided. The preliminary building floor plan provided to the City May 6, 2021, will be used as the basis for the building layout.
- C. Blower Design.** The existing three (3) blowers are reaching the end of their useful life and will not be reused as part of this Project. Evaluation of blower types will be performed during Preliminary Engineering Report (PER) development; it is assumed the City will provide input on the desired features of the new blowers (e.g., efficiency, noise level). The design will include three (3) blowers and air transfer piping to the process basins.
- D. Dewatering Design.** Two (2) Huber screw presses will be designed and located in the new blower/dewatering building. Each press will accommodate the 20-year planning projection for waste sludge production. The sludge dewatering system will include two screw presses, cake screw conveyors and an outdoor roll off bin area with canopy. Equipment includes dewatering units, chemical storage area, chemical feed, associated sludge feed pumps and transfer systems, instrumentation, and conveyor/loadout area. Polymer is assumed to be neat fed from a bulk polymer tote to metering chemical pumps. Filtrate piping back to the plant headworks will be evaluated for gravity conveyance. If gravity piping is infeasible, filtrate, sanitary waste fixtures and floor drains will collect into a combined sump within the building before being pumped to the plant headworks. The sump will be a concrete or fiberglass structure with two submersible pumps, lifting chains, valves, and piping.
- E. Headworks Upgrades.** The existing headworks building includes the influent wet well with two vertical screens, lift station wet well with three (3) submersible pumps, a composite sampler, and a discharge force main. The City plans to do a maintenance project on the

headworks in the summer of 2022. The maintenance project will repair and apply a corrosion resistant coating to the concrete influent wet well, perform maintenance on the two vertical screens and install a fourth pump in the lift station wet well. New screening equipment will need to be located in a building to protect from the elements, prevent freezing and reduce corrosion. It is understood that the existing building should not be expanded, and a new headworks building is desired. The new building will consolidate the existing screens, new screens, influent lift station, generator, and the reuse pilot pump station. The building will be a single-story masonry structure. The following upgrades to the screens and influent pump station will be performed.

- *Influent Screening: New screening configuration will be needed to meet future hydraulic requirements. Estimated peak flows will exceed the existing system capacity around 2030. This will require an expansion of the existing headworks building. The following assumptions were made in relation to the new screen design:*
 - *The existing screens will continue to be used. New screens will supplement the existing screenings capacity.*
 - *All new and existing screens will be contained in a new building*
 - *The building will be an approximate 2,500 square foot masonry structure*
 - *The new building will include a heating and cooling system with six (6) air changes per hour to comply with NFPA standards as required.*
 - *A new influent split will be designed between the existing screens and the new screens.*
 - *Assuming the existing influent wet well rehabilitation work is completed in 2022, this concrete structure will to be reused in the new headworks facility design.*
- *Influent Pump Station: Evaluate for use with the new activated sludge process basins. It is anticipated that new, larger capacity pumps will be required, including a new force main. The existing wet well to be reused.*

- F. Waste Sludge Storage Tank.** An epoxy coated, bolted steel, above grade, steel storage tank will be designed for approximately 2-3 days of waste sludge storage, based on 2040 planning criteria. Desired sizing to be confirmed by the City. The tank will include, jet mix, coarse bubble (large bubble) aeration mixing or mechanical mixing devices. Design includes associated tank instrumentation, sludge transfer pumps and yard piping to blower/dewatering building. The tank foundation design will be provided by the tank manufacturer in their bid.
- G. SBR Basin Modification.** The SBR basins will be modified to a new treatment process such as an equalization tank, settling basin or post-aeration. Primary settling is identified as a need in the Facility Plan Addendum and will be detailed in the PER. It is assumed the City will provide input on the desired treatment goals in retrofitting the SBR basins.
- H. Equalization Tank.** An epoxy-coated, above grade, bolted steel equalization tank. The tank will accommodate approximately one day's worth of hydraulic storage. The tank will be equipped with a mixing system. Design includes associated tank instrumentation, EQ transfer pumps and yard piping to downstream processes. The tank foundation design will be provided by the tank manufacturer in their bid. It is assumed equalization transfer pumps will be located in a small building adjacent to the equalization tank, or inside the

proposed blower/dewatering building. Scope item will be excluded if it is desired to retrofit the SBR basin(s) into an equalization tank.

- I. **Pond #1 Closure Plan.** Decommissioning of Pond #1 prior to starting construction on WWTP improvements is feasible and beneficial to the Project schedule. This work may be performed under a separate contract prior to the completion of WWTP Upgrades design. The closure plan will be developed, approval by DEQ is required prior to alteration of the Pond #1. The written closure plan will be in accordance with IDAPA 58.01.16.493 and include, site characterization, sampling procedures, biosolids disposal, and any cleanup tasks that may be required. The City will coordinate biosolids disposal and perform any sampling or remediation activities required per the approved site closure plan. Once decommissioned a final soils testing and completion report will be submitted to IDEQ.
- J. **Sludge Pond Closure Plan.** Decommissioning of Sludge Pond needs to occur after the WWTP improvements construction activities achieve substantial completion and City has taken over operation of the new treatment system. The sludge pond closure may be performed under a separate contract after completion of WWTP improvements. The decommissioning process for the waste sludge pond will commence after sludge has been removed, the pond has been dewatered and any remaining biosolids have been allowed to dry. Removal of liquid sludge from the sludge pond is assumed to be by an independent contractor who will contract with the City directly. The contractor should be responsible for removal and disposal of sludge, including procurement of all required disposal permits. The closure plan and IDEQ approval process will be the same as with Pond #1, as stated above in Section I.
- K. **Treated Effluent Reuse System.** A reuse pump station and wetwell will be designed to deliver non-potable water to a storage pond located at the WWTP. Design will include a connection point for the adjacent City farm for land application. The reuse pump station will also deliver treated effluent for the WWTP operational use, reducing demand on the City's potable water system. The WWTP reuse system will include hose bibs at major equipment locations such as the headworks, equalization, biological basins and existing SBR basins. Reuse water will be used for wash water at the dewatering press and the influent headworks screens. CONSULTANT assumes that the existing Post Equalization Pond or Sludge Pond will be used for storage of reuse water.
- L. **Grit System.** Expansion of the grit system will be needed to meet future hydraulic capacity. Estimated peak flows will exceed the existing system capacity around 2030. It's our understanding that the existing Westech grit separator near the SBR basins should be moved near the facility headworks. The current location does not have room for expansion and limits the potential modifications to the SBR.
 - The existing Westech vortex grit separator will continue to be used. A newly supplied vortex grit system will work in parallel with the existing Westech system.
 - The new grit system will be located in a new building adjacent to or included in the new headworks building.
 - The grit room will be approximately 30x30 feet
- M. **UV Disinfection System.** New UV System will be added. The influent flow is estimated to exceed system capacity around 2030. The UV system expansion will be an opportunity to address operational concerns related to UV dosing rate and algae growth. The following

assumptions were made for the new UV system:

- New UV's will be open channel type to match existing
- N. Vac Truck Station.** A vacuum truck waste disposal and collection station is needed. This will be used for collection of street sweepings, composting brush, or vac-truck truck excavation. A station will consist of a covered concrete unloading pad, drainage collection and conveyance and new gravel road for access. A canopy covering the concrete pad is excluded.
- O. Site Improvements.** Utility services (e.g., water, sewer, power), stormwater drainage, site grading and site access will be needed for the new and/or expanded facilities. The existing Office/Laboratory building sewer service relocation may be necessary to accommodate the WWTP improvements. New gravel roads will be needed to access the process basin and secondary clarifiers. Storm drainage to be retained on-site through new swales or discharge to existing stormwater infrastructure. Paved roads, curb/gutter and landscaping are not included in this Project.
- P. SCADA System for the Wastewater Treatment Facility.** Full controls engineering and integration of new SCADA system is needed. All equipment MCC panel design and local control panel design is assumed to be provided by process equipment supplier. Controls integration for new and existing equipment will be provided during the construction phase (see Attachment A – Control Engineers).
- Q. Tertiary Phosphorus Treatment.** Two alternatives for future phosphorus treatment will be evaluated. The most viable alternative to meet future treatment goals will be selected in the PER. City goals include filtration of effluent to meet Class A or Class B Recycled Water Rules (IDAPA 58.01.17). The evaluation will include modeling efforts for:
- Alternative 1 - enhanced biological phosphorus removal (EBPR) with chemical trim
 - Primary fermentation will be evaluated in conjunction with the EBPR process to support biological phosphorus removal
 - Filtration system meeting Class A and B Recycled Water Rules
 - Alternative 2 - chemical precipitation and filtration only

The Initial wastewater testing data has indicated a required precursor (readily available substrate) for cultivation of biological phosphorus accumulating organisms is not present in Middleton's wastewater. CONSULTANT will evaluate a primary fermenter in conjunction with EBPR to ensure biological removal is successful. A chemical trim will likely be required in addition to EBPR to meet total phosphorus effluent concentrations less than 0.5 mg/L. CONSULTANT will also evaluate chemical phosphorus removal and filtration in lieu of the EBPR process. A preliminary cost estimate for both phosphorus treatment options will be included in the PER to aid in the selection process. It is understood the City's ongoing phosphorus reuse efforts involving land application will be used during the summer months.

The following items are future upgrades to the WWTP that can be completed after 2030, before 2040. The work has been identified in the facility planning effort. The work will be completed under a future scope of work. Items R thru V are NOT in this Project scope of work.

- R. Effluent Outfall.** The existing 15-inch gravity pipe will be replaced with a new gravity pipe.

Estimated peak flows will exceed the existing system capacity around 2034. The new pipe will increase the effluent outfall capacity to accommodate the 2040 planning horizon flows.

- S. **Wastewater Office Building.** The existing office building at the WWTP consists of the operator control room, laboratory, blowers room, bathroom, and limited storage space. The blowers will no longer be in operation after completion of the Project. This building will need to be evaluated for future expansion and operational uses to align with the City's future permit requirements and staffing levels.
- T. **Main Site Access.** The WWTP main access is via a wooden bridge over Willow Creek. For the Project, the bridge will be insufficient for construction access. Structural inspection of the bridge and abutments should be performed annually. The bridge should be evaluated for long-term use and truck traffic (e.g., Vac Truck). The City farm access road, east of the WWTP, will be utilized.
- U. **Digester(s) and Solids Management.** Anaerobic digesters improve the efficiency of managing solids removed during the treatment process. Digestors create new opportunities for biogas recovery and beneficial use of solids for agriculture. The current disposal of solids at the county landfill is adequate for the near term. Future plant expansions should evaluate the costs and benefits of this addition (e.g., digesters, biogas, odor, sludge hauling and drying, landfill costs).
- V. **Cooling Facility.** IDEQ requirements for the Boise River are likely to include temperature limits. The next discharge permit for the WWTP is anticipated to include a compliance schedule (10 to 15 years) that allows the City time to plan, fund, and design this improvement in future projects. Treating effluent to meet Class A or Class B Recycled Water should also be considered. IDEQ Recycled Water Rules allow for recycled water to be utilized for irrigation and other non-potable uses in the community, an alternative to cooling the effluent and discharging to the Boise River.

The following summarizes the professional services and associated fee T-O Engineers proposes to accomplish the Project.

DESIGN SERVICES

The scope of work for Design Services includes items A through P, described above.

T-O Engineers will act as the primary engineering consultant on the project, responsible for organizing subconsultants and being the main point of contact for the City. The design team will be managed by Kasey Ketterling, T-O Engineers, and include following disciplines:

- T-O Engineers will provide the wastewater process & mechanical, civil, and structural design.
- Control Engineers will provide electrical engineering and instrumentation, controls, and Supervisory Control & Data Acquisition (Attachment A).
- Musgrove Engineering will provide HVAC and mechanical plumbing design (Attachment B).
- Geotek Inc. will provide geotechnical engineering and subsurface investigation (Attachment C).

- BRS will provide the architectural for new blower/dewatering building (Attachment D).

1. Project Management \$36,000

T-O Engineers (CONSULTANT) will provide overall project administration during the length of the project. This includes progress development meetings at regularly scheduled intervals. Meeting discussion topics may include summary updates, project progress, agency coordination status, and budget update. It is anticipated that 5 (five) progress meetings and 4 (four) updates to the City council will take place over the design phase of the project. CONSULTANT will provide monthly progress report(s), detailing expenditures per task to date, percent of budget spent and percent complete. Monthly progress report(s) will be submitted with monthly invoices. It is anticipated that this project will begin construction in mid-2025.

2. Agency Permitting and Coordination \$20,000

CONSULTANT will coordinate with City and local building review authorities to submit the required applications, drawings, and reports to obtain construction permits for the new dewatering building and equipment. Submittal will consist of 90% permit level drawings to review agencies for required building permits and approvals. WWTP civil design drawings will be coordinated with existing drainage and management systems. All fees required for construction, building, and grading permits are to be paid by City. Eight (8) coordination meetings with DEQ have been included in the scope.

Anticipated Permits and Regulatory Approvals include:

- Approval of Preliminary Engineering Report (IDEQ)
- Approval of Final Design (IDEQ)
- Approval of Environmental Document (required for use of Federal or State funds)
- Floodplain Development permit (City of Middleton)
- Building Plan Approval (City of Middleton). *Building Permit to be procured by contractor.*
- Pond #1 Closure Plan (IDEQ)
- Sludge Pond Closure Plan (IDEQ)

3. Project Funding Assistance \$5,000*

*This task will be billed on a time and material basis.

CONSULTANT will assist the City in reviewing and procuring potential funding sources which may include USDA Rural Development, IDEQ State Revolving Loans, Army Corp of Engineers, or Idaho Power energy efficiency incentives. Assistance may include preparation of funding applications, development of design reports to satisfy application pre-requisites, coordination with funding agencies or analysis of existing system capacity. Work under this task may not begin until the CONSULTANT receives written authorization from the City. An initial \$5,000 allowance for funding research has been included in this scope. If additional funding assistance is necessary, a separate scope and fee will be developed for the City.

4. Preliminary Engineering Report \$415,000

The PER will be developed to meet the requirements of IDEQ Facility and Design Standards for

Municipal Wastewater Treatment Or Disposal Facilities (IDAPA 58.01.16 Section 411), including evaluating base flood elevations for the 500-yr flood event. Building locations and finish floor elevations will be governed by the IDAPA and City of Middleton Flood Plain Zoning Ordinance. Final design of flood control measures are not part of this scope (e.g. floodwalls, embankments).

This stage of the Project will provide direction to the City on the estimated nutrient removal performance including biological phosphorus removal and total nitrogen removal. This will influence the overall activated sludge design and tertiary phosphorus treatment. All process sizing to be based on the City selected variation of the activated sludge process and tertiary phosphorus treatment. Consultant will develop a site layout map for the planned upgrades and future digester and cooling tower/chillers. Design of the solids management (e.g., digester) and temperature (e.g., cooling tower) is not part of this scope of work.

CONSULTANT will develop a hydraulic profile for the plant improvements to confirm the hydraulic capacity and number of pumping stations needed for the Project.

CONSULTANT will prepare a preliminary engineering report (PER) for new wastewater improvements. The PER will detail and finalize process design for the activated sludge system. The PER will comply with IDAPA state wastewater code 58.01.16. CONSULTANT will use the existing draft dewatering PER for the sludge handling section. CONSULTANT will further develop process sizing that was completed in the facility plan addendum. This will include estimated equipment sizing and operational requirements for the system.

The process model will be developed for two load scenarios (current conditions and 2040 conditions) and two flow scenarios (winter and summer), indicating future equipment requirements. The model will be calibrated based on flow and constituent concentration data provided by the City. These results will be summarized and discussed within the PER, presenting the preliminary design and associated information.

The existing approved wastewater treatment facility plan addendum will be used as a basis for the assumptions within the report. A preliminary cost estimate will be prepared at the PER stage for City review.

The City will have an opportunity to review the PER once before submission to IDEQ. CONSULTANT will submit the PER to IDEQ and respond to comments from IDEQ to allow approval on the document. Additional changes to the process design basis after the PER has been approved may incur additional fees not included in the overall lump sum pricing.

5. Preliminary Design

\$690,000

CONSULTANT will complete a limited site survey to supplement the partial topographic survey that was performed in 2020. This work survey will include locations of existing infrastructure, Pond #1 area and establish survey control from the Project. Geotechnical evaluation of soils at the assumed structure locations will be completed. Consultant will develop a 30% draft set of plans for review by the City. Plan set will be prepared, including preliminary site plan, process flow diagram (PFD),

process and instrumentation diagrams (P&IDs), and equipment information (including equipment lists and instrument schedules). The site plan will include the proposed structures, proposed equipment, one-line piping diagrams, and pipe and valve schedules. An onsite review of the plans and walk-through of proposed improvements by the Project Manager and Lead Design Engineer is included in the budget.

Site layout to be finalized after incorporation of City comments and feedback at the 30% design review meeting. Major adjustments to the site layout and the scope of equipment supply after the 30% design stage will be subject to additional T&M fees at hourly rates not included in the lump sum price.

6. Final Design **\$1,750,000**

CONSULTANT will develop a biddable plan set with technical specifications, bid documents and a detailed cost estimate. Plan set and technical specifications to include all necessary civil, structural, electrical, mechanical and control design to support the Project. Development of the plans will include a 60% and 90% review with the City. Both the 60% and 90% reviews will include a site walk-through the proposed improvements. Configuration of all major project structures and equipment will be finalized during the 60% review. Any relocations or reconfigurations inspired by City will be subject to additional fees after the 60% design review period. Plans will be presented to IDEQ at the 90% design stage for review and any necessary revisions will be incorporated to allow for final approval.

Draft technical specifications will be prepared during this design stage. The draft technical specifications and final cost estimate will be provided for City review after incorporation of 90% review comments.

Biddable plans and technical specifications, including EJCDC agreement/contract terms, will be configured into three (3) bid packages (Pond #1 Closure, WWTP Upgrades, Sludge Pond Closure).

7. Environmental **\$13,000**

Federal and State funding will likely require compliance with the National Environmental Policy Act (NEPA) and other environmental and cultural resource laws. Environment work required for a project to be eligible for funding depends on the agency. If the City is awarded Federal or State funding, CONSULTANT will work with the City and funding agency to establish requirements for environmental clearances. CONSULTANT level of effort is based on performing environmental analysis and development of the environmental document to obtain a Categorical Exclusion for funding through USDA-Rural Development Grant & Loan Program.

8. Control Narrative **\$45,000**

CONSULTANT will provide a written controls narrative memo to the electrical controls integrator which details how the system will operate. The control plan will list the various instruments, alarms and control strategies for the facility. The memo is intended to expedite controls programming at the facility and provide operators with a written sequence of equipment operations. Control narrative limited to improvements necessary for the Project.

9. Bid Administration Assistance \$80,000

CONSULTANT will assist the City in issuing the bid package, preparing a bid notice, and coordinating with local contractors to allow for competitive bidding. This scope item includes preparation of any bid addendums required and a pre-bid meeting at City Hall. CONSULTANT will evaluate responsive, complete bidders and prepare a bid tally summary for the City. It is anticipated that one meeting will be held at City Hall to review bids received. CONSULTANT will prepare recommendation for award letter. The City will post notification of the selected bid.

10. Owner Contingency \$250,000*

*This task will be billed on a time and material basis.

CONSULTANT will provide additional services that are determined to be urgent and necessary to progression and development of the Project. Request for additional services will be initiated by the City. CONSULTANT will prepare an additional services authorization for the City's review and approval. The additional services authorization will detail the objective, assumptions, and associated fees. Work under this task may not begin until the CONSULTANT receives written authorization from the City. An allowance of \$250,000 has been included in this scope.

Lump Sum Fees and Expenses Total \$3,304,000

*These tasks will be billed on a time and material basis.

<u>Design Services:</u>	<u>Lump Sum Fees</u>
Task 1: Project Management	\$36,000
Task 2: Agency Permitting and Coordination	\$20,000
Task 3: Project Funding Assistance	\$5,000*
Task 4: Preliminary Engineering Report	\$415,000
Task 5: Preliminary Design	\$690,000
Task 6: Final Design	\$1,750,000
Task 7: Environmental	\$13,000
Task 8: Control Narrative	\$45,000
Task 9: Bid Administration Assistance	\$80,000
Task 10: OWNER Contingency	\$250,000*

CONSTRUCTION SERVICES

The budget for construction services scope items 10 through 12 will be established in a separate construction scope and contract after completion of design services. The fee for construction services will be based on City selected bid package improvements which have been sized and defined in the preliminary engineering report.

11. Construction Services

CONSULTANT will provide construction administration services for the selected improvements. CONSULTANT will provide submittal review for new equipment and all major design disciplines.

CONSULTANT will provide support for RFI's and contractor questions during construction progress calls. Resident project representative services with an on-site employee during the length of construction is excluded from this scope. CONSULTANT will observe construction activities as needed and/or requested by City for conformance with the construction contract documents. These activities may include but are not limited to: Construction Diaries, Materials Review, Testing Procedure, Workmanship Observation, Submittal Review, Schedule Tracking, Change Order Negotiation, Erosion and Sediment Control Compliance and Punch List.

12. Operations and Maintenance Manual

CONSULTANT will prepare a new O&M manual for all newly installed major equipment. The O&M manual will be pursuant to Idaho state code 58.01.16. The manual will be delivered to Idaho DEQ for approval and comment. The O&M manual will encompass newly installed major equipment and updated SBR basin operation. The City will provide existing equipment such as screens or UV vessels for compiling into the O&M.

13. Record Drawing Development

CONSULTANT will prepare record drawings for newly installed equipment. Construction "red-lines", mark-ups, and other changes to the construction drawings will be provided by contractor.

PROJECT MILESTONES & DELIVERABLES

The following review milestones will be incorporated for City review and discussion. Each milestone includes one on-site meeting with the City to discuss design progress and provide an opportunity for the design team to provide feedback. Recommendations provided from these reviews will be incorporated into the subsequent submittal. Final deliverable for design will be contract documents, construction plan set and specifications to be used in a public bid.

Four total review sessions will be held between T-O and City staff. T-O will issue drawings for comment and will receive markups within 7 business days. Review sessions will be held at the following milestones.

<u>Review Meeting</u>	<u>Deliverable</u>
PER City Review	Draft PER, Cost Estimate
-----	Final PER (IDEQ Approved)
30% City Review	30% Design Package
60% City Review	60% Design Package
90% City Review	90% Design Package
-----	Bid Package #1 - Pond #1 Closure
-----	Bid Package #2 - WWTP Upgrades
-----	Bid Package #3 - Sludge Pond Closure

Target dates for milestones are based on the April 20th, 2022 WWTP design planning meeting between the CONSULTANT and City. It is assumed that the Design Services will start on June 17,

2022 and be completed by December 31, 2023, excluding the Sludge Pond final report to IDEQ.

Date	Milestone
June 17, 2022	NTP for Design
December 15, 2022	PER Review Session
January 6, 2023	PER to IDEQ
February 30, 2023	30% Review Session
June 31, 2023	Bid Package #1 Pond Closure
August 31, 2023	60% Review Session
November 31, 2023	90% Review Session & IDEQ Submittal
December 1, 2023	Pond #1 Closure Completed
December 30, 2023	Bid Package #2 - WWTP Upgrades Bid Package #3 - Sludge Pond Closure
Spring of 2024	Award Contract for Bid Package #1 - WWTP Upgrades

EXCLUSIONS/CLARIFICATIONS

General

- Permitting fees to be paid by City.
- Bid advertisement fees to be paid by City.
- Any professional/legal representation excluded.
- Items specifically stated in subconsultant scope of work (See Attachments A, B, C and D).
- Project will be contained within City property. Additional easements and/or property acquisition are not included within this scope.
- Feasibility and design to mitigate future temperature limits is excluded.
- Landscape planning or design is excluded. Any landscaping affected by construction will be restored to its previous conditions by contractor.
- Documents will be prepared to achieve IDEQ approval for construction. Additional operational plans, such as quality assurance project plans (QAPP), plan of operations (PO) or additional compliance reports prescribed by IDEQ are excluded. These reports may be added in future scope and contract.
- Coordination with reviewing agencies on IPDES permit modifications are excluded.
- Adjustments to the approved Facility Plan addendum population projections, flows or loadings may incur additional T&M redesign fees not included in the overall scope pricing.
- Preparation of demolition plan for existing blowers or coordination with contractor on removal is excluded
- Preparation of demolition plan for existing equalization basin or coordination with contractor on decommissioning is excluded
- Scope assumes the existing permitted discharge outfall in Mill Slough will continue to be used.
- Construction sequencing coordination between the contractor and City will be prepared under the future construction administration scope
- Dewatering plans to be provided by contractor if applicable
- All utilities required to operate system will be provided by City. Including, but are not limited to: phone, electrical power supply, potable water, and ethernet communications.
- Third party inspection costs to be covered by City or contractor
- No odor control design or remediation is included
- City staff will complete analytical sampling required for detailed design and bear costs associated with laboratory fees. Additional analytical sampling is anticipated to confirm design basis.
- A sludge management plan and biosolids land application reporting are under separate scope as required by IDEQ. Sludge removal and development of permits and reporting requirements to be processed by selected sludge removal contractor.
- The process design assumptions made to date are developed upon on existing influent data generated by the City. The estimated treatment performance of the activated sludge system is based upon City given data and will be detailed in the PER design basis. Variations in future flow and loading or changes in sampling techniques may have impacts to treatment system performance.
- ~~• Chemical phosphorus precipitation and tertiary filtration design is excluded from this scope but may be added in separate scope and contract.~~

Environmental

- Environmental clearances or permitting will be limited to obtaining a Categorical Exclusion. This scope does not include site visits, surveys, public outreach, wetland delineation, USACE coordination, or jurisdictional determination. No Threatened or State-listed or Endangered Species are expected to occur within the project area. The scope does not include Section 106 review or Idaho SHPO coordination.
- Preparation of a stormwater protection plan for the area of impact during construction is excluded. Item to be included in Bid and prepared by the contractor.
- Scope does not include process guarantee of enhanced biological phosphorus removal (EBPR) adequate to meet total phosphorus planning limits. Historical sampling data have indicated that City's wastewater may not be a viable candidate for EBPR and may require supplemental tertiary treatment. It is anticipated that the City will continue to develop the proposed phosphorus reuse system to meet future planning limits.

Civil

- Any off-site improvements deemed necessary beyond those outlined in this scope (e.g., drainage, sewer, water, irrigation) are excluded.
- Re-Grading of the site will be limited to those areas impacted by new construction. Area of impact is assumed to be no more than 10' beyond new structures/tanks. Surfaces beyond this limit will be assumed to be returned to pre-construction conditions.
- City will provide record drawings for infrastructure located within the Project limits. Locating underground utilities will be provided for by the City.
- Construction survey work to be provided by the Contractor. CONSULTANT will establish survey control based upon the City of Middleton datum.
- Storm drainage to be retained on-site through new swales or discharge to existing infrastructure.

Electrical

- Backup power system design is limited to requirements in IDAPA 58.01.16. Any new generators are assumed to be diesel and located outside.
- Electrical supply to the secondary side of a transformer on-site is by others.

Structural

- Design of building expansions to existing laboratory and maintenance building are excluded.
- Design of deep foundation systems, geopiers, etc., if required by geotechnical report, are not part of this scope.
- Scope assumes subsurface conditions allow for a minimum of 2,500 psf bearing capacity.
- The blower/dewatering building is assumed to be a single-story structure. No multi-level structures are proposed.

Mechanical Plumbing

- CONSULTANT assumes the existing source of potable water supply at the WWTP site is of sufficient

capacity, temperature, and pressure for new equipment. Development of new potable water sources and offsite distribution system is excluded.

Architectural

- NFPA 820 standards for fire protection in wastewater treatment will be used as the basis for electrical classification and HVAC air exchange requirements. The blower/dewatering building is anticipated to be unclassified due to 6 air exchanges per hour.



*Tertiary Facility is included in T-O scope and fee. This work will be added into subconsultant scope.

May 26, 2022

Mr. Kasey Ketterling, PE
T-O Engineers
332 N. Broadmore Way
Nampa, Idaho 83687

RE: Revised Middleton WWTP Electrical and Controls Design Proposal, Bid Package 1

Dear Kasey:

Control Engineers is pleased to provide this revised proposal for engineering design services in support of the City of Middleton, Idaho Wastewater Expansion Project. This proposal is based upon the revised project scope outline in the document you emailed, "Bid package 1 Scope Details" dated May 3, 2022 and the additional scope you outlined in an email to us on May 24, 2022. We understand the project scope to include:

Phase 1 Project Scope:

- Headworks Upgrades to include:
 - addition of two new drum screens
 - New building expansion
 - Grit System Expansion to including New grit classifier/cyclone in new building
 - Influent pumping station pump upgrades
- New greenfield biological treatment system installed in Pond #1 to include:
 - Anoxic, Aeration and Anaerobic process basins
 - Intermediate Transfer Pumping Station
 - Effluent Pump Station
 - WAS/RAS pumping station
 - Secondary Clarifiers
- New Blower and Dewatering Building including:
 - (3) duty and (3) future blowers
 - (2) Screw presses, conveyors and roll off bin
- New Equalization Tank including
 - Coarse bubble aeration systems
 - Mixing system
 - Transfer pumping system
- New Waste Sludge Storage Tank
- UV Disinfection System Upgrades including:
 - New open channel UV systems installed in existing UV building
- Reuse storage pond (repurposed Post- Equalization Pond)

Phase 1 Project Schedule:

We understand the owner's desired timeline for the project as follows:

- June 1st 2022 – TO scope of work ready for Council Approval
- September 2022 – Basis of Design Report to DEQ
- November 2022 – Basis of Design approval from DEQ
- December 2023 – Add project to state list for funding.
- 2nd Q 2023 – Design substantially Complete
- 2023 to 2024 – Secure project funding.
- Q2 2025 – Bid and award new plant.
- Mid 2025 – NTP for plant construction
- 2027 target date for new plant on-line

Phase 1 Drawing Document Issues:

We anticipate the following engineering document issues will be required:

- Preliminary Engineering Report review and modification
- 30% Design Submission
- 30% Engineer's opinion of probable cost for electrical and I&C Systems
- 60% Design Submission
- 90% (Permit Level) Design Submission
- 90% Engineer's opinion of probable cost for electrical and I&C Systems
- 100% (Bid Set) Issue

Phase 1 Deliverables:

Our design deliverables and services will include:

- Electrical One-line diagrams
- Electrical and Controls facility plans
- Legally required standby power system design
- Interior and site Lighting plans
- P&ID development for T-O supplied PFDs
- Control panel detailed design
- Communication system architecture diagram
- Instrumentation specification and schedules
- Weekly coordination meetings, combination of in-person and virtual meetings
- Arc flash and coordination studies
- Equipment and Installation Specifications

Services during Construction will fall under future contact and are not included in this proposal.

Fee Estimate:

Our estimated fee to provide these services and deliverables is summarized below:

Task	Description	Fee
Design Engineering	All Electrical and Control System Design services for a complete and biddable project.	\$ 269,782
Project Meetings	Weekly meetings throughout the design phase, combination of in-person and virtual (T&M Estimate)	\$ 25,537
Construction Support	Future	\$ -
Programming and System I	Future	\$ -
		\$ 295,319

Thank you for your consideration and please contact me if you have any questions or concerns with this proposal.

Sincerely,



Peter C. Cook
President



**MUSGROVE
ENGINEERING, P.A.**

Bill A. Carter, P.E. – Principal
Todd D. Nelson, P.E. – Principal
Kurt E. Lechtenberg, P.E. – Principal
Jason A. Rice, P.E. – Principal
Thad S. Mason, P.E. – Principal
Matthew N. Bradley, P.E. – Principal

BOISE OFFICE:
234 S. Whisperwood Way
Boise, Idaho 83709
208-384-0585

IDAHO FALLS OFFICE:
645 W. 25TH Street
Idaho Falls, Idaho 83402
208-523-2862

May 18, 2022

Attachment "B"

TO Engineers
1998 W. Judith Lane
Boise, Idaho 83705

*Tertiary Facility is included in T-O scope
and fee. This work will be added into
subconsultant scope.

ATTENTION: Grant Moore

RE: Engineering Fee Proposal – **REVISED**
Project – Middleton Dewatering Building
Size – 4,500 sq. ft.

Dear Grant:

We appreciate the opportunity to be a part of your design team on the above referenced project. Based on my understanding of the project, I would propose to provide the following fees for our services:

Mechanical:

Design & Construction Documents:

30% Design

Fixed Fee..... \$ 9,900

60% Design

Fixed Fee..... \$ 11,400

100% Permit Design

Fixed Fee..... \$ 13,600

Mechanical Commissioning Per 2018 IECC C408:
Not Included in this Proposal

Reimbursable Expenses:

Expenses (mileage, printing, travel, deliveries) will be billed at cost.

The above fees are based on the following scope of work:

Mechanical Design & Construction Documents:

- Source reuse water from existing headworks building.
- HVAC to comply with NFPA 820 standards.
- AC for electrical rooms (mini split system).
- Maintain 60°F room temperature.
- Foundation plan with drain locations.
- Heating, ventilating, and air conditioning systems.
- Exhaust and make-up-air systems.
- Plumbing systems, including waste & vent, domestic hot & cold water, natural gas, and roof drainage.
- Piping for all utilities to 5'-0" outside building. Piping beyond 5'-0" shall be by others.
- Energy calculations and compliance documentation for mechanical systems, per the International Energy Conservation Code.
- Fire sprinkler system performance specifications. Final design and construction documents shall be by Fire Sprinkler Contractor.
- Mechanical specifications, CSI format.
- Include cost estimates at 30%, 60%, and 90% submittals.

If any of the above noted assumptions are not correct, please let us know prior to start of project and we will revise this proposal accordingly.

The following services are not included in the above fees.

- Building energy modeling.
- Value engineering revisions after bidding.
- Envelope Com Check.
- Fire protection system design and construction documents.
- Record drawings.
- Utility rebate submittals.
- Renewable energy design.

Services provided on an hourly basis shall be at the following hourly rates for 2022.
Services provided beyond 2022 shall be at the rates in effect at the time of service.

Principal.....	\$170.00/hour
Commissioning Agent.....	\$150.00/hour
Energy Modeling.....	\$150.00/hour
Senior Project Engineer.....	\$150.00/hour
Project Manager	\$130.00/hour
Project Engineer	\$100.00/hour
Senior Project Designer.....	\$100.00/hour
Project Designer	\$ 90.00/hour
CADD Operator	\$ 80.00/hour
Administrative Assistant.....	\$ 80.00/hour
Expenses (mileage, printing, travel, deliveries)	Billed at Cost

Billings for services are issued on a monthly basis and are due within 30 days following the billing date. Any amounts unpaid at the end of 60 days following the billing date will accrue interest (from the billing date) at the rate of 1½% per month, which will be added to the unpaid balance.

Musgrove Engineering will perform its services using the degree of care and skill ordinarily exercised by design professionals performing similar services in the same locality under similar circumstances and conditions.

I sincerely appreciate the opportunity to present you with this proposal, Grant. If this proposal meets your approval, please sign it in the appropriate space below and return it to me, retaining a copy for your files.

Respectfully,

Todd Nelson, P.E.
TN/eby

Project: Middleton Dewatering Building – REVISED

Client: TO Engineers

Approved this _____ day of _____, 2022.

By _____
(Please Print Name & Title) (Signature)



www.musgrovepa.com

OVER 40 YEARS OF
EXCELLENCE

Note: We cannot begin work on any project without receipt of a signed contract. Payment for services is due after completion of services – whether or not the project proceeds into construction.



GeoTek, Inc.

320 East Corporate Drive Suite 300 Meridian, ID 83642-3511

(208) 888-7010 Office (208) 888-7924 Fax www.geotekusa.com

*Tertiary Facility is included in T-O scope and fee. This work will be added into subconsultant scope.

May 25, 2022

Proposal No. P0501722-ID

TO Engineers

1998 West Judith Lane

Boise, Idaho 83705

Attention: Grant Moore, PE

Subject: Proposal for a Geotechnical Evaluation for "Middleton Wastewater Treatment Plant", a(n) ±17.3 Acre Site - Located at 852 Whiffin Lane, Middleton, Idaho

In accordance with your request, GeoTek, Inc. (GTI) is pleased to submit this proposal to evaluate the geotechnical conditions within the subject property. Our proposal is based upon correspondence with our client, review of site aerial photography, previous experience in the area, a review of geologic maps and available publications in our library.

SITE CONDITIONS AND PROPOSED DEVELOPMENT

It is our understanding that site development would consist of performing typical cut and fill earthwork to attain the desired graded configuration(s) for the construction of a dewatering building, a sludge storage tank, an equilization tank, two concrete secondary clarifiers, activated sludge process basins, and two building extensions.

PURPOSE AND SCOPE OF SERVICES

Considering existing site conditions and the conceptual nature of proposed earthwork construction, the following is a preliminary list of geotechnical concerns that will be considered during our site evaluation. These factors will most likely need to be taken into account during site design, project planning and construction.

- Assessment of engineering properties of the onsite soils.
- Foundation recommendations and settlement analysis.
- Percolation testing and initial groundwater observations.
- Anticipated thickness of pavement sections for budget purposes.

These geotechnical concerns have an impact on site design, construction and the financial aspects of project development. As such, each of these primary geotechnical concerns, along with some secondary concerns (not mentioned) would be considered during our geotechnical evaluation. Based on the information provided to date, evaluation of the site can be separated into three phases; 1) Field Exploration, 2) Laboratory Testing, and 3) Report Preparation. The scope of services and associated costs of the phased work are outlined and discussed in the following sections.

1) Field Exploration:

Field exploration would be performed to generally evaluate the geotechnical conditions and their influence on project design and construction. The purpose of our proposed field study would be to evaluate the nature of earth materials underlying the site and to ascertain their general engineering properties.

We propose to utilize a rubber-tired backhoe to advance (4) exploratory excavations to a maximum depth of 10 feet below existing grade. The excavations will be continuously logged by one of our field personnel. Temporary ground water piezometers will be installed in (4) of the test pits. During subsurface explorations, initial ground water measurement will be recorded. A representative of GTI will conduct percolation tests in (4) of the test pits (approximately 2 to 8 feet below existing ground surface).

In addition to test pits, we propose to utilize a hollow-stem auger drill rig to advance three (3) exploratory borings. One boring will be advanced to a depth of 80 feet below grade and two borings will be advanced to a depth of 50 feet below grade. During subsurface exploration, representative soil samples would be collected and returned to our laboratory for testing and analyses as well as record groundwater measurements. The borings would be continuously logged by one of our field personnel.

It is the client's responsibility to have onsite private utilities identified before GeoTek proceeds with the field investigation. GeoTek is not responsible for any damage caused to onsite private utilities if they were not identified and/or brought to GeoTek's attention prior to field investigation. GeoTek will mark our exploration locations and contact Digline, Inc. - Call Before You Dig to identify any public utilities that may be onsite. The costs associated with the proposed field evaluation are projected below.



Field Professional - Utility Locations	6 hrs. x \$120/hr.	\$	720.00
Backhoe	6 hrs. x \$175/hr.	\$	1,050.00
Field Professional (Backhoe + Perc's + GW Pipe Install)	10 hrs. x \$120/hr.	\$	1,200.00
Field Supplies - Monitoring Wells and Percolation Test Casing	Lump Sum	\$	200.00
Auger Drill Rig	Lump Sum	\$	8,500.00
Field Professional (Drilling)	16 hrs. x \$120/hr.	\$	1,920.00
Additional Groundwater Monitoring	12 trips x \$350/trip	\$	4,200.00
Subtotal		\$	17,790.00

2) Laboratory Testing:

Laboratory testing would be performed on collected soil samples to possibly determine laboratory compaction standards, in-situ moisture and density, soil compressibility and coefficient of consolidation, direct shear strength, material gradation, Atterberg Limits, soil expansion potential, R-Value, and chemical soil analysis. The purpose of laboratory testing would be to determine the chemical and engineering properties of the soil, so that geotechnical recommendations can be provided regarding; site preparation and removals, chemical soil heave, concrete type, conventional/deep foundation design parameters, and floor slab parameters. The estimated cost for laboratory testing phase of site evaluation is outlined below.

Laboratory Technician	50 hrs. x \$70/hr.	\$	3,500.00
Subtotal		\$	3,500.00

3) Report Preparation:

Based on the information obtained from the above phases of site evaluation, GTI could initially consult with the client and their other consultant(s) outlining the geotechnical concerns of project design as they interrelate to existing conditions. Based on this interaction between the consulting team and where planning flexibility allows, earthwork grades could be adjusted to minimize the impact of the geotechnical concerns. In addition, GTI would notify the client if any special geologic features are encountered during our field study so that the project surveyors may locate the identified hazards.

Once the above geotechnical services (Phases 1 & 2) are completed, a report will be prepared presenting our findings and conclusions. In addition, this report would provide guidelines to effectively mitigate the geotechnical concern(s) identified by presenting appropriate recommendations for site preparation, earthwork construction, foundation design/construction and development criteria. The estimated cost of report preparation is presented below.

Principal Engineer	2 hrs. x \$165/hr.	\$	330.00
Staff Professional	8 hrs. x \$125/hr.	\$	1,000.00
Drafting	8 hrs. x \$65/hr.	\$	520.00
Subtotal		\$	1,850.00

TOTAL GEOTECHNICAL EVALUATION = \$23,140.00

CLOSURE

This proposal is for the geotechnical services outlined herein only and does not include testing and observation services required prior to or during construction. If requested, these services would be invoiced at our established hourly rates. Current rates are denoted on the enclosed "Work Authorization and Agreement" form. We appreciate the opportunity to submit this proposal for providing geotechnical services associated with the subject project. Enclosed is a "Work Authorization and Agreement" form for the scope of geotechnical services outlined. Should you desire us to proceed, please sign and return the "Work Authorization and Agreement" form to our office.

If GeoTek, Inc. receives a request to proceed (whether verbal, in writing, or in the form of a Work Order or Purchase Order) with any or all of the services described in this proposal prior to receiving a signed copy of the attached Work Authorization and Agreement, and GeoTek, Inc. provides any or all of the services, GeoTek and you expressly agree that the terms of this proposal, the attached fee schedule, and the terms and conditions set forth in the attached Work Authorization and Agreement form shall govern all the services performed, except to the extent such terms are superseded by an executed agreement. We look forward to working with you on this project. If you have any questions, please do not hesitate to contact the undersigned.

Respectfully submitted,
GeoTek, Inc.

Kyle Miley

Kyle C. Miley, E.I.
Staff Professional

David C Waite

David C. Waite, P.E.
Senior Engineer / Branch Manager



PROJECT INFORMATION

Date: 5/25/2022

Project Name: Middleton Wastewater Treatment Plant Proposal No: P0501722-ID

Project Location: 852 Whiffin Lane, Middleton, Idaho Project No: -

Scope of Services: Scope and estimated fees are outlined in text of proposal and/or below under "Special Instructions." Services not outlined in the proposal or in this Agreement, are not included in the scope of this contract and will be invoiced separately as Additional Services (as provided in Paragraph 4 below). All services, including any Additional Services, are subject to the Terms and Conditions below.

Fee Estimate: \$23,140.00 Retainer: \$0.00 COD: \$0.00

Reimbursable Expenses not in fee Estimate: -

CLIENT INFORMATION

Name: TO Engineers

Attention: Grant Moore, PE Email: gmoore@to-engineers.com

Address 1: 1998 West Judith Lane Phone No: (208) 433-1900 Ext: -

Address 2: - Cell Phone: (208) 422-7576

City: Boise State: ID Zip: 83705 Fax No: -

TERMS AND CONDITIONS

1) AGREEMENT. This Work Authorization and Agreement together with the P0501722-ID (the "Proposal"), the terms of which are incorporated herein by reference and made a part of this Agreement (defined below) will constitute the agreement between Client, as GeoTek, Inc., a Nevada Corporation ("GeoTek") for performance of the professional services outlined in the Proposal, GeoTek is willing to provide the Services for consideration and upon the terms set forth in the Proposal and hereinafter stated. This Work Authorization and Agreement and the Proposal will be referred to collectively hereinafter as the "Agreement". Any future work performed for Client will be under the terms of this Agreement unless a new agreement is executed in writing by both parties.

2) FEES/QUOTATIONS. Unless otherwise specified, the Proposal will define the: (1) Services to be provided, (2) the estimated fee and expense amount(s) for such Services, and (3) the billing type or method (e.g. time and materials, lump sum, fixed fee to a maximum, etc.). Client agrees to pay GeoTek its quoted rates for the Services and any Additional Services (as defined below) and products provided subject to changes in pricing from time to time. Any quotation will be good for a period of thirty (30) days from the date of the quotation. Quotation(s) of fees and expenses are estimates only. The actual fees and expenses will be shown when the final invoice is tendered.

3) BILLING AND PAYMENT. Invoices will be submitted on a progress basis for all Services performed during the term of the project. All invoices are due and payable upon receipt. Any and all invoices or any portion thereof, outstanding after thirty (30) days will accrue interest at 1.5% per month but in no event more than the maximum rate permissible by law from the original date of the invoice until paid.

4) ADDITIONAL SERVICES. Client acknowledges that it is impossible to predict what changes to the Services will be necessary as requirements for changes come from many sources beyond GeoTek's control. In the event changes become necessary, any services that are not specifically set forth in either GeoTek's proposal or this Agreement but are requested by Client, its agents, representatives, or designees, either verbally or in writing, will be considered "Additional Services". If Client, its agents, representatives, or designees request any Additional Services, GeoTek may issue Client a Change Order for Additional Services ("Change Order") confirming Client's authorization

5) RIGHT OF ENTRY.

a) Client hereby grants GeoTek the right of entry to the job site to permit GeoTek to perform the work under this Agreement. Client warrants that it has the authority to grant such right of entry.

b) Client acknowledges that excavations or destructive testing may be required to perform portions of the Services. Excavations will be backfilled in a prudent manner but cannot be returned to the previous condition. Damage to landscaping or natural vegetation may result. Client will indemnify and hold GeoTek harmless from any and all damages to persons or property caused by or to GeoTek or third parties as a result of the Services.

6) PERFORMANCE.

a) Governmental rules and regulations are subject to interpretations. GeoTek will prepare all reports with a view toward complying with governmental rules and regulations, but no guarantee is given that any or all reports will be approved by the applicable governmental agency.

b) GeoTek is relying entirely on plans and maps given to GeoTek by the Client or Client's agents, representatives or designees. Client will indemnify and hold GeoTek harmless from any and all damages to person or property caused by or to GeoTek or third parties resulting from undisclosed underground conditions or errors or inaccuracy of plans, maps or any other information provided by the Client or Client's agents, representatives or designees to GeoTek.

c) GeoTek will not be responsible for delays or its failure to perform as a result of inclement weather, accidents, acts of God, public insurrection, war, labor difficulties, riots, interference by governmental agencies, or any other act reasonably beyond GeoTek's control.

d) Client will disclose in writing to GeoTek any and all known or suspected hazardous or toxic conditions or materials present at the job site and will indemnify, defend and hold GeoTek harmless from and against any and all liability, costs, attorneys or expert fees or damage to person or property arising from hazardous or toxic conditions or materials present at the job site.

7) HAZARDOUS MATERIALS. GeoTek is not a generator, transporter and does not store or dispose of hazardous waste or non hazardous waste. Client will be responsible for the proper management, storage and disposal of hazardous waste or non hazardous waste present on the site and that may be encountered whether or not identified during GeoTek's evaluation.

8) PROFESSIONAL OPINION. GeoTek's professional services will be performed, findings obtained, and recommendations prepared in accordance with generally accepted engineering practices in effect at the time and place the services are performed. The professional opinions of GeoTek will be based upon conditions revealed at exploration locations and reconnaissance of surrounding terrain or through research efforts. The services on any given site are limited. It is agreed that GeoTek is not responsible for the affect that unknowns such as acts of others on adjacent properties, variables of nature including, but not limited to, earthquakes, the works of man, Acts of God, and other variables beyond the control of GeoTek may have on any opinion rendered hereunder. No opinions of any kind are given by GeoTek except those expressly stated in GeoTek's written reports. GeoTek does not warrant (either expressed or implied) or guarantee any of its recommendations, opinions or Services.

9) INSURANCE. GeoTek maintains worker's compensation and public liability insurance policies for bodily injury and property damage. Certificates of insurance will be furnished upon request. With regard to property claims, GeoTek will not be responsible for damage beyond those amounts paid under the policies. GeoTek will not be responsible for any consequential, lost profits, business interruption, or other damages claimed by Client. Requests for waivers of subrogation or other endorsements are subject to a 5% fee surcharge.

10) INDEMNIFICATION and LIMITATION OF LIABILITY.

a) GeoTek agrees, subject to the limitations herein, to indemnify and hold harmless Client from and against damages, liability and reasonable costs arising from the negligent acts of GeoTek in the performance of its Services under this Agreement, but only to the extent that a court of competent jurisdiction determines GeoTek is responsible for such damages, liability and reasonable costs on a comparative fault basis. Notwithstanding the foregoing agreement to indemnify Client, the parties expressly agree that GeoTek has no duty to defend Client from or against any claims, damages, liabilities, judgments, demands, causes of action, costs, expenses, or proceedings of any kind. GeoTek will not be obligated to indemnify Client for Client's own negligence or the negligence of others.

b) Client agrees, subject to limitations herein, to indemnify and hold harmless GeoTek from and against damages, liability, and reasonable costs arising from the negligent acts of Client related to any work performed under this Agreement, but only to the extent that a court of competent jurisdiction determines the Client is responsible for such damages, liability, and reasonable costs on a comparative fault basis. Notwithstanding the foregoing agreement to indemnify GeoTek, the parties expressly agree that the Client has no duty to defend GeoTek from or against any claims, damages, liabilities, judgments, demands, causes of action, costs, expenses, or proceedings of any kind. Client will not be obligated to indemnify GeoTek for GeoTek's own negligence or the negligence of others.

c) Client acknowledges that it is aware of the risks involved in construction, limitations inherent to the contract Services, and variations that can exist from the conditions identified. Client agrees to limit any liability, claim for damages to person or property, attorneys fees, expert fees or other costs of defense, or expenses (collectively "Claims") to be levied against GeoTek arising out of or relating to any design defect, error, omission, professional negligence or other promise of GeoTek (collectively "Liabilities") to the amount of GeoTek's fees paid under the Agreement. This limitation will apply regardless of the cause of action or legal theory pled or asserted. The fee charged Client for the Services to be rendered pursuant to this Agreement has been established with regard to the legal effect of this Limitation of Liability section. Increased limits of liability can be negotiated for an increased fee.

d) Except for work performed or provided by those subcontractors or subconsultants retained directly by GeoTek for whom GeoTek is legally liable, GeoTek assumes no responsibility or liability for work, testing, design(s) or recommendations performed or provided by others including, without limitation, other contractors, subcontractors, or consultants of any tier.

e) The parties understand and agree that Client's sole and exclusive claim, demand, suit, judgment and/or remedy for any claims arising from or in any way related to the performance of the Services provided under this Agreement will be directed and/or asserted only against GeoTek and not against any of GeoTek's shareholders, engineers, employees, officers, or directors.

f) Notwithstanding any other provision of this Agreement, neither the Client nor GeoTek, their respective officers, directors, partners, employees, contractors or subconsultants will be liable to the other or will make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages will include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and GeoTek will require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

11) DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the design and construction of the project or following the completion of the project the Client and GeoTek agree that all disputes between them arising out of or relating to this Agreement or the project will be submitted to non binding mediation unless the parties mutually agree otherwise.

12) JOBSITE SAFETY. Neither the professional activities of GeoTek nor the presence of GeoTek or its employees and subconsultants at a construction/project site, will relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. GeoTek and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor will be solely responsible for Jobsite safety, and warrants that this intent will be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, GeoTek and GeoTek's subconsultants will be indemnified by the General Contractor and will be made additionally insured under the General Contractor's policies of general liability insurance.

13) OWNERSHIP OF INSTRUMENTS OF SERVICE. All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by GeoTek as instruments of service will remain the property of GeoTek. GeoTek will retain all common law, statutory and other reserved rights, thereto. All documents prepared by GeoTek under this Agreement for a particular project are not intended and not represented to be suitable for reuse by Client or others on any other project. Any such reuse without written authorization from GeoTek will be without liability to GeoTek and Client agrees to indemnify, defend, and hold harmless GeoTek from and against any and all losses, claims, damages and expenses (including attorney's fees) arising out of or resulting therefrom.

14) FORCE MAJEURE. Force Majeure as used in this Article will mean an act of God, strike, lockout, or other industrial disturbance, act of public enemy, war, blockage, public riot, lightning, fire, flood, explosion, earthquake, failure to timely receive necessary governmental approvals government restraint, unavailability of equipment, and any other cause, whether of the kind specifically enumerated above or otherwise, other than financial liability, which is not reasonably within the control of the party claiming suspension. If either party is rendered unable, wholly or in part, by Force Majeure to carry out their obligations under this Agreement, other than the obligation to make money payments, such party will give to the other party prompt written notice of the Force Majeure with reasonably full particulars concerning it; thereupon, the obligations of the party giving notice, so far as they were affected by the Force Majeure, will be suspended during, but no longer than, the continuance of the Force Majeure. The affected party will use all possible diligence to remove the Force Majeure as quickly as possible.

15) TERMINATION.

a) In the event of termination of this Agreement by either party for any reason, the Client will within fifteen (15) calendar days of termination pay GeoTek for all Services rendered and all reimbursable costs incurred by GeoTek up to the date of termination, in accordance with the payment provisions of this Agreement.

b) The Client may terminate this Agreement for the Client's convenience and without cause upon giving GeoTek not less than seven (7) calendar days written notice.

c) Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days written notice for any of the following reasons:

- i.) Failure by the other party to materially perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- ii.) Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- iii.) Material changes in the conditions under which this Agreement was entered into, the scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

d) In the event of any termination that is not the fault of GeoTek, Client will pay GeoTek, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by GeoTek in connection with the orderly termination of this Agreement, including without limitation, demobilization, reassignment of personnel, overhead costs and all other expenses directly resulting from the termination.

16) SUSPENSION OF SERVICES.

a) If the Project or GeoTek's Services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, GeoTek will be compensated for all Services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of Services, the Client will compensate GeoTek for expenses incurred as a result of the suspension and resumption of its Services, and GeoTek's schedule and fees for the remainder of the Project will be equitably adjusted.

b) If GeoTek's Services are suspended for more than ninety (90) days, consecutive or in the aggregate, GeoTek may terminate this Agreement upon giving not less than five (5) calendar days written notice to the Client.

c) If the Client is in breach of the payment terms or otherwise is in breach of this Agreement, GeoTek may, at its sole discretion, suspend performance of services and/or withhold any and all reports and work product. In the event GeoTek suspends performance and/or withholds reports and work product pursuant to this provision, GeoTek will not be in default of this Agreement and GeoTek will have no liability to the Client. Client agrees to make no claim against GeoTek for any delay or damage as a result of such suspension and/or withholding of reports and work product and agrees to defend and indemnify GeoTek from and against any and all claims for damages including, without limitation, claims for delay, lost profit, business interruption, consequential or any other damages resulting from the suspension of services and/or withholding of any report and work product. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused GeoTek to suspend Services and/or withhold reports and work product, GeoTek will resume Services and/or provide Client with the applicable reports and work product and there will be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

17) MISCELLANEOUS.

a) All terms of this Agreement will be governed by and construed under the law of the State in which the Services are provided. Diversity of the parties will not determine jurisdiction.

b) No provision of this Agreement will be interpreted for or against any party because that party or its legal representative drafted the provision.

c) In the event that legal action is taken to enforce the terms of this agreement or resolve a dispute the prevailing party will be entitled to reasonable attorney's fees and costs incurred.

d) Failure by a party to exercise any right, remedy, or option in this Agreement or delay by a party in exercising the same will not operate as a waiver. No waiver will be effective unless it is in writing.

e) Every provision of this Agreement is intended to be severable. If any term or provision hereof is declared by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason whatsoever, such illegality, invalidity or unenforceability will not affect the balance of the terms and provisions hereof, which terms and provisions will remain in full force and effect.

f) This Agreement may be executed at different times and in multiple counterparts, including, without limitation, facsimile counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

g) Client may not assign its rights or obligations under this Agreement without the express written consent of GeoTek. GeoTek may assign its rights and obligations under this Agreement to any of its affiliate companies without Client's consent upon written notice to Client. In the event of such an assignment, the assignee will assume the obligations of GeoTek under this Agreement as though such assignee had been an original party to this Agreement.

18) AMENDMENTS. Except as specifically provided herein, no addition(s) to or modification(s) of this Agreement will be binding on either party unless made in writing and executed by GeoTek and Client.

By Signing below, the parties accept the services outlined in the proposal, the rates indicated on any attached fee schedule, and all the terms and conditions contained within each page of this Agreement, including but not limited to attachments and exhibits.

CLIENT'S Authorized Signature of Acceptance:

CONSULTANT Authorized Signature of Acceptance:

By:

Signature

By:

Signature

Printed Name

David C. Waite, PE

Printed Name

Title:

Title:

Branch Manager



1010 S. ALLANTE ST., SUITE 100
BOISE, IDAHO 83709
TELEPHONE 208 336 8370
FAX 208 336 8380

*Tertiary Facility is included in T-O scope and fee. This work will be added into subconsultant scope.

AGREEMENT FOR THE PROVISION OF LIMITED PROFESSIONAL SERVICES

Client: TO Engineers – Grant Moore

Date: 05/25/2022

Project: Middleton Waste Water Treatment Plant
Middleton, ID

Scope/Intent and Extent of Services:

The project consists of three structures. The new dewatering building will be an approximately 119'x37'x22'H stand-alone CMU structure with a blower room, dewatering room, roll-off bin storage, office, restroom and mech/elec room. The new headwater building will be an approximately 3000sf CMU structure 22' high and may be stand-alone, part of the dewatering facility or an addition to the existing headwater structure. The new grit building will be an approximately 40'x40'x22'H CMU structure and may be a stand-alone structure or an addition to the existing grit building.

The scope of services includes schematic design thru bid phase services, construction phase services will be provided under another contract. TO Engineers will be the project lead and all documents will be provided to TO for incorporation into the full set of documents. All permitting, agency coordination and coordination with other design disciplines will be by TO. This agreement is for architectural design services only, all engineering of the building and processing equipment will be provided by others. Architectural services will include plans and specifications (architectural sections only) with deliverables at the 30, 60, 90 and 100% stages of completion for agency review with the estimated completion date of September 30, 2023.

Fee Arrangement:

A stipulated sum of \$79,965

Reimbursables: Reproduction, renderings, public or private agency fees, commercial travel, meals and lodging will be billed at 1.10 times the expense incurred. Mileage will be billed at current Federal rates.

Special Conditions:

The following Terms and Conditions are a part of this Agreement:

BRS Architects, A.I.A.



(Signature) 5/25/22
(Date)

Andrew Davis, President

Accepted by:

(Signature) (Date)

(Printed Name/Title)

(Company Name)

TERMS AND CONDITIONS

BRS Architects (Architect) shall perform the services outlined in this agreement for the stated fee arrangement.

Access To Site:

Unless otherwise stated, Architect will have access to the site for activities necessary for the performance of the services. Architect will take precautions to minimize due to these activities, but have not included in the fee the cost of restoration of any resulting damage.

Fee:

The total fee shall be understood to be a stipulated sum, any future services provided on an hourly basis will be billed at the rates that prevail at the time services are rendered. Current rates are as follows and are subject to change:

Principal III	\$175.00 / Hr.
Principal II	\$160.00 / Hr.
Principal I	\$150.00 / Hr.
Project Architect	\$110.00 / Hr.
Sr. Project Manager	\$100.00 / Hr.
Project Manager II	\$ 90.00 / Hr.
Project Manager I	\$ 80.00 / Hr.
Designer II	\$ 70.00 / Hr.
Designer I	\$ 60.00 / Hr.
Word Processing	\$ 50.00 / Hr.

Billings/Payments:

Invoices for Architect's services shall be submitted at Architect's option, either upon completion of such services or on a monthly basis for the work complete to date. Invoices shall be payable within 60 days after the invoice date. If the invoice is not paid within 60 days, Architect may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service.

Late Payments:

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance (18.0% true annual rate), at the sole election of Architect. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Risk Allocation:

In recognition of the relative risks, rewards and benefits of the project to both the Client and BRS Architects (Architect), the risks have been allocated such that the Client waives any claim against Architect, its Officers, employees and agents and agrees to defend, indemnify, protect and hold harmless Architect and its officers, employees and agents from any and all claims, liabilities, damages or expenses, including but not limited to delay of the project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of whatever nature, which may arise directly or indirectly, to any party, as a result of the services provided by Consultant under this Agreement, unless such injury or loss is caused, in whole or in part, by the gross negligence of Architect. Notwithstanding any other provision of this Agreement, Client agrees to limit Architect and its officers, employees and agents liability due to professional negligence arising out of or relating to this Agreement to a maximum of \$250,000.00 or the total fee, whichever is greater. This limit applies to all services on this project, whether provided under this or subsequent agreements, unless modified in writing, agreed to and signed by authorized representatives of the parties. If this provision is not accepted please add 5% to the fee (\$3,998.25).

Initial here to acknowledge acceptance of this provision: _____(Client)

Termination of Services:

This agreement may be terminated by the Client or Architect should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay Architect for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents:

All documents produced by Architect under this agreement shall remain the property of Architect and may not be used by the Client for any other endeavor without the written consent of Architect.

Applicable Laws:

Unless otherwise specified, this agreement shall be governed by the laws of the State of Idaho.

EXHIBIT “C”

Phantom Fireworks

Eastern Region, LLC.
PO Box 160421
Clearfield, UT 84016
Office: 801-825-6101



May 10, 2022

City of Middleton, ID
Attn: City Clerk
PO Box 487
Middleton, ID 83644

To whom it may concern:

RE: Temporary Fireworks Tent for 2022 July 4th holiday.

Please find the following enclosed:

- \$50 check for non-aerial vendors permit
- \$300 check for deposit or bond (refundable)
- Application for non-aerial fireworks.
- Copy of our lease agreement
- Copy of our insurance certificate
- Copy of the Aerial Site Plan

Please contact me if you have any questions or concerns.

Thank you,

Bill Dezell
Account Manager
bdezell@fireworks.com
Office: 801-825-6101



CITY OF MIDDLETON
P O Box 487, MIDDLETON, ID 83644
208-585-3133, 208-585-9601 Fax
WWW.MIDDLETONIDAHO.US



ADMINISTRATION

NON-AERIAL FIREWORKS APPLICATION

REV. 03/19

#1.242533

For retail sale of non-aerial fireworks at temporary fireworks stands within the City of Middleton.
Middleton City Code 1-15-14 and 1-15-14-2 Fireworks.

- Permit fee: \$50.00 for Non-Aerial Vendors Permit.
\$300.00 deposit, bond or letter of credit for prompt removal of structure and cleanup of debris.
- Insurance: Bond or Certificate of insurance is required and must be filed with the City prior to the issuance of permit.
Bond or valid certificate of public liability and property-casualty insurance providing coverage of at least one hundred thousand dollars (\$100,000.00) for personal injury and property damage required.

I. General Information:

Name, Cell Phone, Business Phone, and Address of Applicant:

Joe Witter, Regional Manager 801-825-6101 PO Box 160421 Clearfield, UT 84106

Cell - 801-946-5313

Name and Address of Business applicant is representing:

Phantom Fireworks Eastern Region, LLC PO Box 160421 clearfield, UT 84016

Address of location applicant has permission to sell fireworks; property owner name and phone:

Ridley's Family Market 275 E 300 N 430 E Main St. Middleton, ID 83644

Applicant/Business Idaho State Sales Tax Permit number:

Date(s) of sale of fireworks: 06-20-2022 to 07-04-2022

APPLICANT / BUSINESS REPRESENTATIVE

Signature

Date: _____

Print name / Business Name and Representative Title

Subscribed and sworn before me this _____ day of _____, 20____.

(Seal)

Notary Public for the State of Idaho

Residing at: _____

Commission expires: _____



Phantom Fireworks Eastern Region, LLC dba Phantom Fireworks

Distributors of Phantom® and Wolf Pack® Brand Fireworks
P.O. Box 160421, Clearfield, UT 84016 | Office: 801-825-6101



FIREWORKS TEMPORARY SALES LICENSE & LEASE AGREEMENT

This agreement (hereinafter, the "Agreement") is made between: **Ridley's Family Markets, Inc.**, 621 Washington Street South, Twin Falls, ID 83301 (hereinafter referred to as the "Landlord") a Wyoming corporation authorized to do business in Idaho and Utah, and **Phantom Fireworks Eastern Region, LLC dba Phantom Fireworks**, of the address specified above, (hereinafter referred to as "Phantom") a Delaware limited liability company authorized to do business in Idaho and Utah, for the purpose of granting an Operating Group designated by Phantom, the exclusive right to operate a temporary state-legal consumer fireworks sales facility on each of the locations set forth on Exhibit A, attached hereto and incorporated herein by reference (hereinafter, the "Premises") and any subsequently added location(s) and the first right to add any new locations Landlord may acquire and/or open, under the same terms and conditions as set forth herein.

The parking lot and/or common area ancillary to the Premises are owned and/or controlled by the Landlord, and the Landlord warrants and certifies full right and authority to grant to Phantom, and the Operating Group selected by Phantom, the exclusive right to occupy and operate a consumer fireworks sales stand or tent and locate a container on each of the Premises set forth on Exhibit A for the following periods (hereinafter, the "Term"):

For all locations in Idaho- June 15, 2020 (the "Commencement Date") to July 15, 2020

For all locations in Utah- June 15, 2020 (the "Commencement Date") to August 15, 2020

The parties agree that Landlord may delete a location on Exhibit A on or before May 25 of each lease Term.

In exchange therefore, Phantom shall pay Landlord the sum

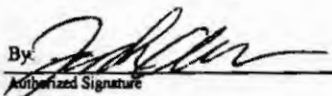
per location listed on Exhibit A by June 1st of each lease Term.

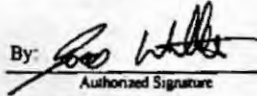
Phantom and the Landlord agree to the following terms and conditions:

1. Phantom will provide liability insurance coverage in the aggregate amount of \$10,000,000.00; will name Landlord as an "Additional Insured;" and will, prior to occupancy, deliver a certificate to Landlord evidencing such insurance covering the erection, maintenance, and operation of the fireworks sales venue. Additionally, Phantom will hold the Landlord harmless from any liability in connection with same.
2. Phantom shall pay all costs involved in erection, maintenance, and operation of the stand or tent, and, on departure, Phantom shall return the Premises to its original condition. The tent may be secured in the asphalt with 1" diam. stakes.
3. Phantom shall obtain and pay for all necessary permits and licenses required by law; shall post any debris and performance bonds required by local authority; and shall adhere to all laws and regulations.
4. If the sale of consumer fireworks shall be prohibited by public authority, the prepaid lease Rent will be refunded, and this Agreement shall automatically become null and void. If the public authority having jurisdiction over the leased Premises limits or restricts the sale of fireworks in any way, then this Agreement is subject to revision.
5. If Phantom is unable to secure a group or operator to operate on the Premises and the property is not utilized, the prepaid Rent will be refunded, and this Agreement shall automatically become null and void for the Term as to that location. In the event the Premises is not utilized in a given year, Phantom shall have the option to use the Premises for the following year under the same terms and conditions by giving notice by March 1, of the following year. If the property is sold or otherwise inaccessible due to construction or the like, then this Agreement is subject to revision. If this Agreement should become null and void under this provision or paragraph 4 of this Agreement, then prepaid Rents as to that location shall be refunded to Phantom within ten (10) business days of written cancellation.
6. Landlord agrees that if a refund of prepaid Rent is due and owing to Phantom under the provisions of this Agreement, that Phantom's acceptance of less than the full amount of any prepayment shall not be deemed an accord and satisfaction or compromise of such payment unless Phantom specifically consents in writing to payment of such lesser amount, regardless of Landlord's characterization as "full payment," "accord and satisfaction," or other similar characterization on the payment instrument.
7. In any action or proceeding to enforce, interpret, or declare rights under this Agreement, the prevailing party shall be entitled to its reasonable attorney fees, costs associated with suit and litigation expenses.
8. Late payment of Rent shall be subject to a fee of \$15.00 per day late. In the event a Rent payment is late, this Agreement shall remain valid and shall not terminate.
9. This Agreement commences as of the date indicated on the last of the signatures below.
10. Phantom is hereby given an option to renew this Lease Agreement for five (5) one (1) year periods beginning in the year 2021 under the same terms and conditions as stated above. Phantom must notify Landlord of its intent to exercise option by December 31 of the last Lease year reflected in this Agreement.
11. Each individual signing this Lease Agreement expressly represents and warrants that they are authorized by the entity for which they sign, to legally bind and commit that entity to the terms set forth herein. All notices required or allowed under this Agreement shall be given in writing to the addresses listed herein or such other addresses as the parties may designate in writing.
12. This Agreement and its terms and conditions, including the amount paid as Rent, shall remain confidential unless disclosure is mutually agreed to in writing by both parties or as disclosure is required by governmental entities.

Agreed to and accepted by:
Ridley's Family Markets, Inc.

Phantom Fireworks Eastern Region, LLC

By:  10/25/2017
Authorized Signature Date

By:  10/29/2017
Authorized Signature Date

Print Name and Capacity

Joe Witter - Regional Manager UT/ID/CO
Print Name and Capacity

Phone

Email

801-825-6101
Phone

Jwitter@fireworks.com
Email



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/9/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Britton-Gallagher and Associates, Inc. One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME:		
	PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): 216-658-7101 E-MAIL ADDRESS: info@brittongallagher.com		
INSURED Phantom Fireworks Eastern Region, LLC 2445 Belmont Avenue Youngstown OH 44505	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Everest Indemnity Insurance Co.		10851
	INSURER B: Axis Surplus Ins Company		26620
	INSURER C: Arch Speciality Ins Co		21199
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:** 309840816**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> Non-Owned Stand <input type="checkbox"/> End't Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y	Y	SI8GL00643-211	10/30/2021	10/30/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	UXP0057739-07	10/30/2021	10/30/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATU-TORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Excess Liability #2	Y	Y	P-001-000046155-04	10/30/2021	10/30/2022	Each Occ/ Aggregate Total Limits \$5,000,000 \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

The Certificate relates to the operations of Phantom Fireworks Eastern Region LLC

Tent Location: Ridley's Family Market 430 E Main, Middleton, ID 83644

Dates of Operation: 06/15 - 07/15

Additional insured: City of Middleton, ID and all of their officers, directors, employees, agents, representatives, contractors, and subcontractors

CERTIFICATE HOLDER**CANCELLATION**Ridley's Family Markets, Inc.
621 Washington Street S
Twin Falls ID 83301-5519

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.



RETAIL FIREWORKS SITE PLAN

SITE ACCOUNT # ID00014

Phantom Fireworks Utah Office (801) 825-6101

Crew must call with any issue/question

Location Name:	Ridleys Middleton	Stand or Tent:	Tent
Location Address:	430 E Main	Size:	20x30
Location City/State:	Middleton, ID 83644	Season:	Summer
Water Barrel / Stake:	Water Barrels / Weights	Year:	2022

Map is to scale. Please pay close attention to exact placement of tent, cords, exit signs and direction container doors face. →

● Extension cord(s) ● Exit Locations



EXHIBIT “D”

James A. Balli, Partner*
Direct: 770.434.4335
jballi@taylorenghish.com

*Admitted in GA and AL

June 3, 2022

VIA FEDERAL EXPRESS

City of Middleton
1103 W. Main Street
Middleton, ID 83644

Re: Family Dollar, Inc. d/b/a Family Dollar Store # 30004
206 E Main Street, Middleton, ID 83644

To Whom It May Concern:

Our firm is representing Family Dollar, Inc. with regards to a new Beer and Wine by the Bottle License for the above referenced store location.

Enclosed, please find the following documents:

- 1.) Check for \$250.00 for the License fee
- 2.) Completed Application for the City of Middleton.

Please note that this application contains private, confidential and protected personal information of agents of the applicant. The Applicant would greatly appreciate you taking all possible steps/redaction to protect unnecessary disclosure of any private information provided in perpetuity.

Please do not hesitate to email me (jgill@taylorenghish.com) or give me a call (678-336-7239) if you have any questions.

Sincerely,

TAYLOR ENGLISH DUMA, LLP

James A. Balli



Justin Gill, Licensing Specialist,
jgill@taylorenghish.com
Drina Miller, Managing Licensing Specialist,
dmiller@taylorenghish.com



November 29, 2021

To Whom It May Concern:

I, Harry R. Spencer, Assistant Secretary of Family Dollar Stores, Inc., duly authorize the employees, attorneys, and agents of Taylor English Duma LLP to act on behalf of Family Dollar Stores, Inc. and its related entities, for all activities concerning the filing and updating of permits and licenses held by our company. This authorization includes, but is not limited to, acquiring any information regarding the license or permit and signing any necessary forms, applications or documents.

Additionally, we request any correspondence relating to the application process be sent to the following address:

Taylor English Duma LLP
ATTN: Drina Miller
1600 Parkwood Circle, Suite 200
Atlanta, GA 30339
dmiller@taylorenghish.com

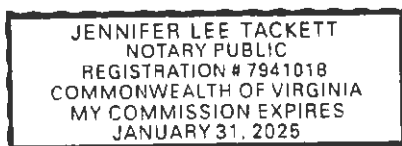
Should there be any questions or concerns regarding this authorization, please contact Ms. Sharon Wesselhoft of Family Dollar at 757-991-5008 x.14008 or swesselh@dollartree.com. Ms. Wesselhoft can also be reached via mail at 500 Volvo Parkway, Chesapeake, VA 23320.

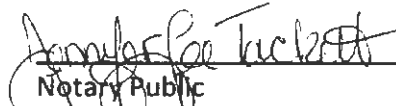
Thank you,


Harry R. Spencer
Assistant Secretary

Before me, Harry Spencer on this day personally appeared, known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 29 day of November, 2021.




Notary Public

My Commission Expires: 1/31/2025

(SEAL)



CITY OF MIDDLETON

PO Box 487, 1103 W. MAIN ST.
MIDDLETON, ID 83644
208-585-3133, 208-585-9601 FAX
CITMID@MIDDLETONGOV.COM

ADMINISTRATION

BEER WINE
APPLICATION/LICENSE

YEAR June 1, 2018– May 31, 2019

- ☒ New License
☐ Renewal

SALE FOR ON-PREMISE CONSUMPTION

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

SALE FOR OFF-PREMISE CONSUMPTION

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

OFFICE USE ONLY:

RECEIPT

1.242545
\$ 250.00

LICENSE

#



Applicant Name: Family Dollar, Inc

Business Name: Family Dollar Store #30004

Business Address (Street/P.O. Box/City/Zip): 206 E Main Street, Middleton, ID 83644

Mailing Address (Street/P.O. Box/City/Zip):
Attn: Alcohol/Tobacco Team (9th Floor) 500 Volvo Pkwy, Chesapeake, VA 23320-1604

Business phone: 757-321-5000 Other Phone: 678-336-7239

Email address: ab-licensing@dollartree.com / jgill@taylornenglish.com

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

6/3/22
Date


Applicant Signature

Peter A. Barnett
Print Name

LICENSE

Application Approved by City Council on (date):

Application Denied:

License is hereby issued this ___ day of ___, 20__.

City Clerk

Notes:

State of Idaho

Idaho State Police

Cycle Tracking Number: 132714

Premises Number: 2C-32889 **Retail Alcohol Beverage License**

License Year: 2022
License Number: 32889

This is to certify, that Family Dollar Inc
doing business as: Family Dollar Store #30004

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

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

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



Signature of Licensee, Corporate Officer, LLC Member or Partner

FAMILY DOLLAR INC
FAMILY DOLLAR STORE #30004
500 VOLVO PARKWAY
ATTN: ALCOHOL/TOBACCO TEAM (9TH
CHESAPEAKE, VA 23320

Mailing Address

TOTAL FEE: \$150.00

License Valid: 03/22/2022 - 05/31/2022

Expires: 05/31/2022



Director of Idaho State Police



SEE REVERSE SIDE FOR SALE OR TRANSFER OF THIS LICENSE

2021324

dba: FAMILY DOLLAR STORE #30004

is licensed hereby as a retailer of alcohol beverage, as stated below, to the provisions of Title 23, Idaho Code and the laws of the State of Idaho and regulations and ordinances of Board of County Commissioners in regard to the sale of alcoholic beverage at: 206 E MAIN STREET, MIDDLETON, ID 83644

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

Signature of Licensee or Officer of Corporation

Mail To: 500 VOLVO PKWY, ATTN: ALCOHOL/TOBACCO
TEAM (9TH FLOOR), CHESAPEAKE, VA 23320-
1604

Clerk

Chairman

(THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED)



Idaho State Police
Alcohol Beverage Control Bureau
700 S. Stratford Dr. Ste 115
Meridian, ID 83642
Phone (208) 884-7060 Fax (208) 884-7096
Email: abc@isp.idaho.gov

Premises File Number: _____

License Number: _____

See Instruction Sheet

Beer and Wine License Application

1. Application Type

- ☒ New ☐ Transfer [☐ Applicant ☐ Location]
☐ Change Current Application [☐ 'Doing Business As' Name (See #3) ☐ Floor Plan ☐ License Types (See #2)]

➤ Business Opening/Transfer Date: Open

2. License Type and Fees *See Instruction Sheet for Fees*

- | | |
|---|---|
| <input checked="" type="checkbox"/> Beer \$50.00 | <input type="checkbox"/> Growlers \$0.00 |
| <input checked="" type="checkbox"/> Wine by the bottle \$100.00 | <input type="checkbox"/> On-Premises Consumption \$0.00 |
| <input type="checkbox"/> Wine by the Glass \$100.00 | <input type="checkbox"/> Restaurant \$0.00 |
| <input type="checkbox"/> Keg Beer to Go \$20.00 | |

Total Fees: \$150.00

3. Applicant Information

A. Applicant Name: Family Dollar, Inc.

(Individual, Corporation, LLC, Partnership or other business entity)

'Doing Business As' Name: Family Dollar Store #30004 Business Phone No.: 757-321-5000

Business Physical Address: 206 E Main Street

City: Middleton

County: Canyon

Zip: 32040

Mailing Address: Attn: Alcohol Tobacco Team (9th Floor) 500 Volvo Pkwy, Chesapeake, VA 23320-1604

(Include City, State, Zip)

Alternative Phone No.: 678-336-7239 E-Mail Address: ab-licensing@dollartree.com

Former Business Name (Transfers Only): _____

B. Applicant's Idaho State Tax Commission Seller's Permit Number: 002782219

C. Applicant's Financial Information

Bank of America

Business Bank Name and Address (Branch): _____

Person(s) Authorized to Sign on Account: Mike Witynski Title: CEO

4. List sole proprietor(s) or all partners, corporate officers, directors, ten primary stockholders,

LLC/LLP members/partners of the applicant. Attach a separate sheet of paper following the format below.

Name: Peter Barnett Address: 329 Cavalier Drive, Virginia Beach, VA 23451

Title: President SSN: 324-54-8795 Date of Birth: 11/20/1962

Idaho Resident: (Y/N) N If 'YES' length of residency: _____

A. Sole Proprietor(s): Married: (Y/N) _____ [If 'yes' provide Spouse's information by following the format below (fingerprints are required) or provide a Separate Property Agreement]

Name: _____ Address: _____

Title: _____ SSN: _____ Date of Birth: _____

Idaho Resident: (Y/N) _____ If 'YES' length of residency: _____

B. Has Applicant or anyone listed on #4 ever had an alcohol license suspended, denied or revoked?

☒ No ☐ Yes (If yes, attach explanation)

C. Has Applicant or anyone listed on #4 ever been convicted of any felony, any alcohol-related misdemeanor or facing any pending criminal charges?

☐ No ☒ Yes (If yes, attach explanation)

GN11.05699.VCIN REPLY

VAVSP00N3

THE FOLLOWING RECORD PERTAINS TO SID/VA1753288T

VIRGINIA CRIMINAL RECORD

01/10/2022 PART 1

SID: VA1753288T FBI: 94715RC6

NAMES RECORDED IN VIRGINIA FILES:			SEX	RACE	DATE OF BIRTH
SPENCER	HARRY	RASHSAD	M	B	02/10/1979

HEIGHT	WEIGHT	EYES	HAIR	SCARS/MARKS/TATTOOS
6'00"	180	BRO	BLK	

LAST REPORTED ADDRESS: 3202 STRATA CT
SUFFOLK, VA 23434

PLACE OF BIRTH: ILLINOIS

SOCIAL SECURITY NO(S): 595-13-8132

CONTRIBUTOR/CASE	DATE	CHARGE/DISPOSITION
PD VA BEACH VA	04/05/2007	FINGERPRINTED PHOTO:Y PALMS:Y
ORI:VA1280000		OCA:1043576
	04/06/2007	CHARGED WITH
	#001	MSDMNR 18.2-266
OTN:810GM2660701309		DUI OF ALCOHOL
		DWI-5413-01
		VIRGINIA BEACH 04/05/2007
VA BEACH GEN DIST	05/07/2007	GUILTY
ORI:VA128011J		MSDMNR 18.2-266
CCN:810GT0703255500*		DWI: 1ST OFF, BAC .08-.14%
		DWI-5413-01
		30 DAYS IMPOSED
		30 DAYS SUSPENDED
		RETAINED ATTY
DCN:V473639		UNSUPERVISED PROBATION RESTITUTION IMPOSED

*DISPOSITION ELECTRONICALLY TRANSFERRED BY COURT OF JURISDICTION

RECORD AUTOMATED: 04/06/2007 LAST RECORD UPDATE: 05/27/2007

ALL ARREST ENTRIES CONTAINED IN THIS RECORD ARE BASED ON FINGERPRINT COMPARISON AND PERTAIN TO THE SAME INDIVIDUAL.

THIS INFORMATION MAY NOT CONTAIN THE CHARGE DATE AND/OR CHARGE ORI FOR FILES SUBMITTED THROUGH THE SUPREME COURT OF VIRGINIA EMAGISTRATE INTERFACE.

*** CAUTION ***

THIS RESPONSE IS BASED ON COMPARISON OF REQUESTOR FURNISHED INFORMATION AGAINST DATA CONTAINED IN THE FILES OF THE VIRGINIA STATE POLICE CRIMINAL RECORDS EXCHANGE ONLY AND DOES NOT PRECLUDE THE EXISTENCE OF OTHER CRIMINAL HISTORY INFORMATION WHICH MAY BE CONTAINED IN THE REPOSITORY OF OTHER LOCAL, STATE OR FEDERAL CRIMINAL JUSTICE AGENCIES.

CHANGES TO THIS RECORD MAY BE IN PROCESS. A NEW INQUIRY SHOULD BE MADE FOR

SUBSEQUENT USE. THE CRIMINAL HISTORY RECORD INFORMATION CONTAINED IN THIS RESPONSE IS DISSEMINATED FOR CRIMINAL JUSTICE PURPOSES ONLY. THE INQUIRER IS RESPONSIBLE FOR MAINTAINING AN AUDIT TRAIL ON ALL SECONDARY DISSEMINATION OF ANY OF THIS INFORMATION.

*** UNAUTHORIZED DISSEMINATION WILL SUBJECT THE DISSEMINATOR TO CRIMINAL AND CIVIL PENALTIES. ***

RESPONSE BASED ON A COMPARISON OF REQUESTOR FURNISHED INFORMATION AGAINST A MASTER ADULT NAME INDEX CONTAINED IN THE FILES OF THE VIRGINIA STATE POLICE CENTRAL CRIMINAL RECORDS EXCHANGE ONLY. THE RESULTS OF THIS FILE SEARCH IS BASED ON A NAME SEARCH ONLY AND HAS NOT BEEN SUBSTANTIATED BY FINGERPRINT COMPARISON.

THIS IS A SINGLE-SOURCE RECORD. NO ADDITIONAL CRIMINAL HISTORY INFORMATION IS INDEXED IN NCIC-III FOR OTHER STATE OR FEDERAL OFFENSES.

END OF RECORD

MRI 220712 IN: CCH1 4745 AT 10JAN2022 09:30 OUT: GNI1 93 AT 10JAN2022 09:30

4. List sole proprietor(s) or all partners, corporate officers, directors, ten primary stockholders, LLC/LLP members/partners of the applicant. Attach a separate sheet of paper following the format below.

Name: Todd Burgess Littler

Address: 3609 Trading Place, Virginia Beach, VA, 23452

Title: Senior Vice President

SSN: 008-50-6249

Date of Birth: 11/11/1970

Idaho Resident: (Y/N) If 'YES' length of residency: Not a resident

4. List sole proprietor(s) or all partners, corporate officers, directors, ten primary stockholders, LLC/LLP members/partners of the applicant. Attach a separate sheet of paper following the format below.

Name: John S. Mitchell, Jr.

Address: 206 62nd Street, Virginia Beach, VA 23451

Title: Vice President and Secretary

SSN: 226-98-7921

Date of Birth: 10/3/1969

Idaho Resident: (Y/N) If 'YES' length of residency: Not a resident

4. List sole proprietor(s) or all partners, corporate officers, directors, ten primary stockholders, LLC/LLP members/partners of the applicant. Attach a separate sheet of paper following the format below.

Name: Roger Wayne Dean

Address: 2904 Ryan Court, Virginia Beach, VA, 23456

Title: Vice President and Treasurer

SSN: 224-35-8278

Date of Birth: 10/17/1971

Idaho Resident: (Y/N) If 'YES' length of residency: Not a resident

4. List sole proprietor(s) or all partners, corporate officers, directors, ten primary stockholders, LLC/LLP members/partners of the applicant. Attach a separate sheet of paper following the format below.

Name:

Address: Jonathan Lamar Elder

Title: Vice President - Tax

SSN: 259-08-7451

Date of Birth: 7/14/1964

Idaho Resident: (Y/N) If 'YES' length of residency: Not a resident

4. List sole proprietor(s) or all partners, corporate officers, directors, ten primary stockholders, LLC/LLP members/partners of the applicant. Attach a separate sheet of paper following the format below.

Name: Harry Rashad Spencer

Address: 509 Woodards Ford Road, Chesapeake, VA 23322

Title: Assistant Secretary

SSN: 595-13-8132

Date of Birth: 2/10/1979

Idaho Resident: (Y/N) If 'YES' length of residency: Not a resident

5. Has Applicant or anyone listed on #4 ever held any interest in any other business licensed for the sale of alcoholic beverages? ☒ No ☐ Yes [If yes, attach explanation - Include Premises Number(s)]

6. Does anyone have any financial interest in the Applicant's business not previously listed on #4, including silent partners, private financial loans, etc.? ☒ No ☐ Yes [If yes, complete explanation below]

Name: Family Dollar Stores, Inc. Phone Number: 757-321-5493
(lender/partner name)

Address: 500 VULVO PKWY, Chesapeake, VA 23320 Ownership interest: 100%
(amount/percentage)

7. List the owner of the building where the premises is located: Middleton Village Partners
(Include a copy of the building lease to the Applicant OR a warranty deed in the Applicant's name)

8. Premises Diagram/Floor Plan - No architectural blue prints - On paper no larger than 8 1/2" x 11"
Attach a sketch showing the entire area proposed to be licensed to sell, serve, dispense, or store alcoholic beverages, including patios, decks, etc. Diagram must show all entrances, exits, offices, restrooms, kitchen facilities (if applicable), bar(s), bar backs, liquor cabinets, tables, refrigeration units, partitions, etc. and where license will be prominently displayed.

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

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

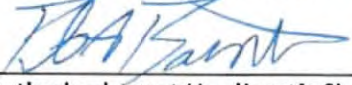
Applicant(s) hereby acknowledges that falsifying this document or submitting any false documents for record can result in a felony conviction under Idaho Code sections 23-905 or 18-3203. Applicant(s) further acknowledges that they and/or each person indicated on this application or attachments understand that state law controlling alcohol beverage licensing is found at Title 23, Idaho Code (<https://legislature.idaho.gov/statutesrules/idstat/title23/>) and the Alcohol Beverage Control administrative rules, IDAPA

11.05.01 (<https://adminrules.idaho.gov/rules/current/11/110501.pdf>), and that any violation of these laws or rules can result in criminal and/or administrative sanctions, and up to and including license revocation.

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

10. Signature Certification:

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


Authorized Agent/Applicant's Signature President 3/17/22
Title Date

Peter Barnett

Authorized Agent/Applicant's Printed Name

10004

November 24, 2015

Letter ID: L1976421952

Reference: 002782219-08

FAMILY DOLLAR INC
PO BOX 1017
CHARLOTTE NC 28201-1017

Dear Taxpayer,

Your application for an Idaho Seller's Permit has been accepted. You have been approved to file on a Monthly basis, and the number assigned to you is shown on the attached permit. Tax reporting forms (returns) are being sent to you in a separate mailing. You must file a return even if no tax is due.

After one year, you may file a written request to change your filing frequency.

If you need help filing your returns or have questions about sales tax, call (208) 334-7660 in Boise or (800) 972-7660 toll free nationwide. You can also find sales tax information on our Web site at tax.idaho.gov (click on Publications).

eL 142A

POST IN A VISIBLE PLACE

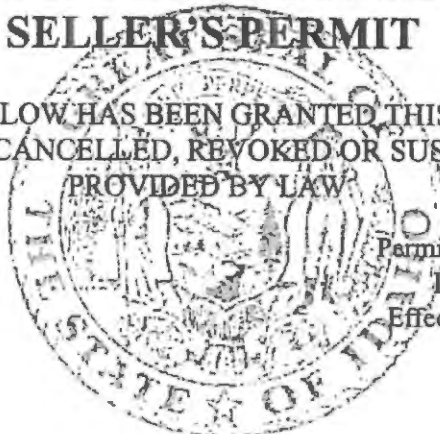
THIS PERMIT IS NOT TRANSFERABLE

**IDAHO STATE TAX COMMISSION
SELLER'S PERMIT**

THE BUSINESS NAMED BELOW HAS BEEN GRANTED THIS SELLER'S PERMIT. THIS PERMIT IS VALID UNTIL CANCELLED, REVOKED OR SUSPENDED FOR CAUSE AS PROVIDED BY LAW

ISSUED TO:

FAMILY DOLLAR INC
206 E MAIN ST
MIDDLETON ID 83644-5708



Permit Number: 002782219

Issue Date: 11/24/2015

Effective Date: 06/01/2004

State of Idaho

Office of the Secretary of State

**CERTIFICATE OF AUTHORITY
OF
FAMILY DOLLAR, INC.**

File Number C 187628

I, BEN YSURSA, Secretary of State of the State of Idaho, hereby certify that an Application for Certificate of Authority, duly executed pursuant to the provisions of the Idaho Business Corporation Act, has been received in this office and is found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this Certificate of Authority to transact business in this State and attach hereto a duplicate of the application for such certificate.

Dated: June 23, 2010



Ben Yursa
SECRETARY OF STATE

By *Sheryl Palmer*



NORTH CAROLINA

Department of The Secretary of State

CERTIFICATE OF EXISTENCE

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify that

FAMILY DOLLAR, INC.

is a corporation duly incorporated under the laws of the State of North Carolina, having been incorporated on the 17th day of November, 1997, with its period of duration being Perpetual.

I FURTHER certify that, as of the date set forth hereunder, the said corporation's articles of incorporation are not suspended for failure to comply with the Revenue Act of the State of North Carolina; that the said corporation is not administratively dissolved for failure to comply with the provisions of the North Carolina Business Corporation Act; that its most recent annual report required by N.C.G.S. 55-16-22 has been delivered to the Secretary of State; and that the said corporation has not filed articles of dissolution as of the date of this certificate.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 22nd day of June, 2010.

Elaine F. Marshall

Secretary of State

973219029

ARTICLES OF INCORPORATION

OF

FAMILY DOLLAR, INC.

0-0442678
FILED
3:40pm

NOV 17 1997

EFFECTIVE
BLAINE F. MARSHALL
SECRETARY OF STATE
NORTH CAROLINA

The undersigned does hereby submit these Articles of Incorporation for the purpose of forming a business corporation pursuant to the provisions of Section 55-2-02 of the General Statutes of North Carolina, and to that end does hereby set forth the following:

ARTICLE I

The name of the corporation (the "Corporation") is Family Dollar, Inc.

ARTICLE II

The class of shares, the par value per share and the aggregate number of shares of such class which the Corporation shall have authority to issue are as follows:

<u>Class</u>	<u>No. of Shares</u>	<u>Par Value</u>
Common	10,000	\$.10

ARTICLE III

The street address of the registered office of the corporation is 10401 Old Monroe Road, Mecklenburg County, Matthews, North Carolina 28105, and the mailing address of the registered office of the corporation is P.O. Box 1017, Mecklenburg County, Charlotte, North Carolina 28201-1017. The name of the registered agent is Leon Levine.

ARTICLE IV

The name and address of the incorporator are:

Nancy E. LeCroy
2500 Charlotte Plaza
Charlotte, North Carolina 28244

ARTICLE V

The duration of the Corporation shall be perpetual.

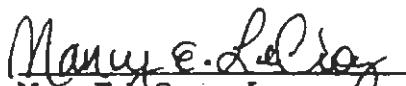
ARTICLE VI

The purpose of the Corporation shall be to engage in any lawful business or any lawful act or activity for which a corporation may be organized under Chapter 55 of the General Statutes of North Carolina.

ARTICLE VII

To the fullest extent permitted by the North Carolina Business Corporation Act as it exists or may hereafter be amended, persons acting as directors and/or incorporators of the Corporation shall not be liable to the Corporation or any of its shareholders for monetary damages for their activities performed in connection with the organization of the Corporation.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles this 14th day of November, 1997.


Nancy E. LeCroy, as Incorporator

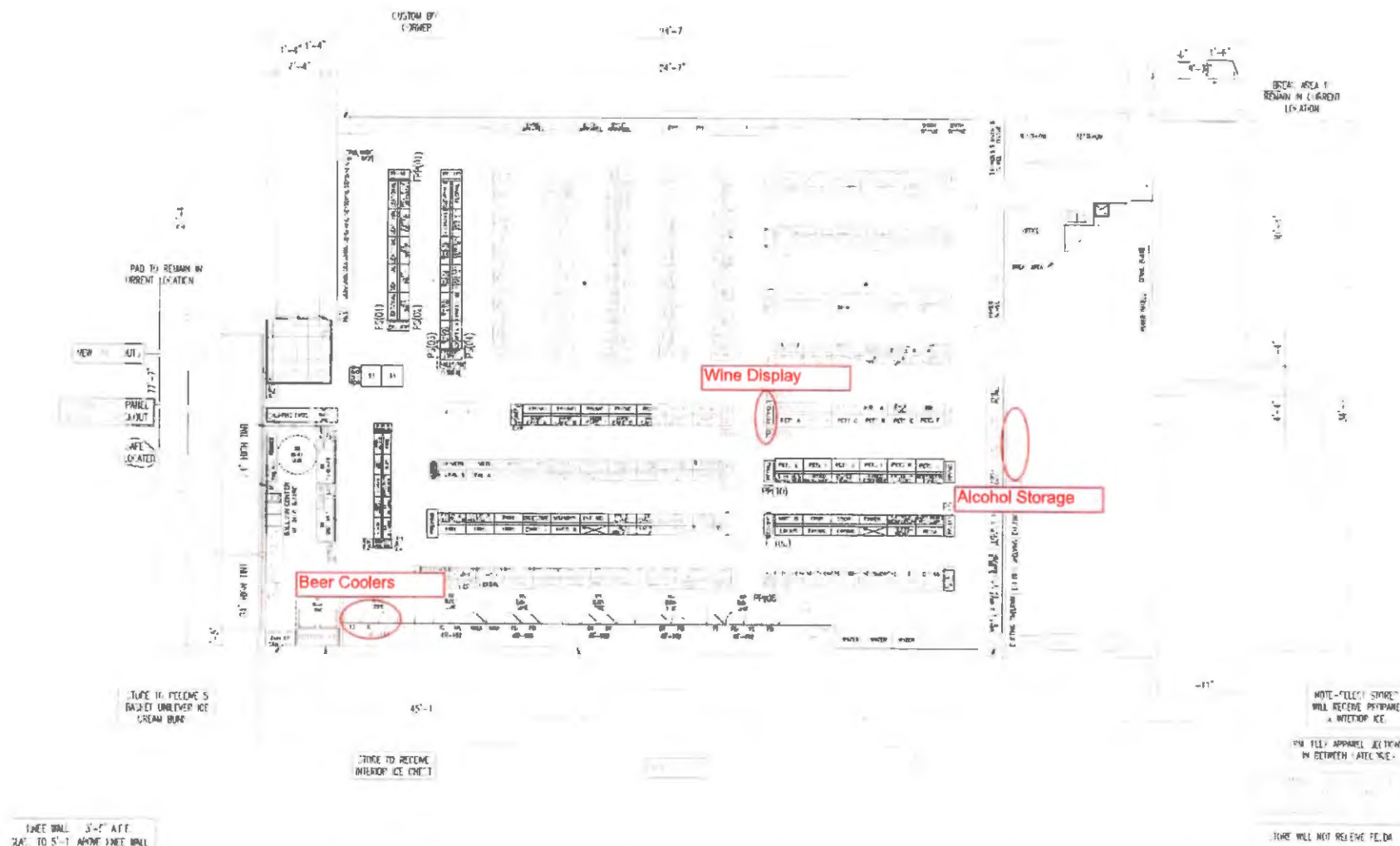
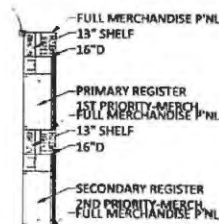
Drawn by, return to:
Parker, Poe, Adams & Bernstein L.L.P.
2500 Charlotte Plaza
Charlotte, North Carolina 28244
Attn: Nancy E. LeCroy, Esq.



POWER PANEL LIST

- PP (03) PETS - ACCESSORIES
- PP (04) BELTS & WALLET
- PP (06) LITTLE TREE AIR FRESHENER
- PP (07) BODY SPRAY
- PP (08) TOYS
- PP (09) SPECIALTY BATH
- PP (10) PUZZLE BOOKS
- PP (12) FOOT CARE/LIP CARE
- PP (13) WORK GLOVES
- PP (14) SEWING NOTIONS
- PP (15) SHOE CARE
- PP (18) PLACEMATS
- FPP (1-7) FASHION
- PS (1-8) SEASONAL

CHECK OUT PRIORITY



STORE NUMBER	PROJECT NUMBER	LOCATION	FORMAT	START DATE	TOTAL INTERIOR SQ FT	SALES SQ FT	USABLE STOCK SQ FT	EXTERIOR SQ FT	AA HAIR CARE	AA	HISPANIC	CEILING HEIGHT	AGS	RISK CLASS	SECTION COUNT	DRAWN BY	PROJECT MANAGER	DATE
EW 1004 1004	XXXXXX	MIDDLETON, IN	URBAN H2	6/21/2021	9,687	7,614	1,239	10,117	VERY LOW	VERY LOW	VERY LOW	11'-5"	117	1	301 32 EC	LRAWLINS-BROADUS	N/A	4/28/2021

FAMILY DOLLAR
 180 VOLVO DRIVE | CHESAPEAKE, VA 22020
 CONFIDENTIAL - FAMILY DOLLAR USE ONLY

MERCHANDISE PLAN

2020 PROJECT JUNE 2021
 ALL THE TOPS VERTICALLY
 ADVANCE THE 5' DOWN
 10'10" 11'0" 11'10" 11'20"

REVISIONS

L. BROADUS UPDATE SAFE NOTE
 - 6.17.21

2012013334

RECORDED

2012 APR 5 AM 9 37

Middleton Village
TYPE *Lease* FEE *22.00*

CHRIS YAMAMOTO
CANYON CNTY RECORDER

BY *Chris Yamamoto*

THIS SPACE FOR USE BY RECORDING OFFICIAL

Prepared by and mail after recording to:

JS

Middleton#703097

#10004

Thomas E. Schoenheit, Esquire
Family Dollar Stores, Inc.
Post Office Box 1017
Charlotte, NC 28201-1017
Phone: (704) 847-6961

STATE OF IDAHO

SHORT FORM LEASE

COUNTY OF CANYON

THIS SHORT FORM LEASE ("Lease") is made and entered into this 15th day of February, 2012, by and between MIDDLETON VILLAGE PARTNERS, an Idaho limited partnership ("Landlord"), and FAMILY DOLLAR, INC., a North Carolina corporation ("Tenant").

WITNESSETH

In consideration of the covenants set forth in this Lease, to all of which Landlord and Tenant agree, Landlord demises to Tenant, and Tenant leases from Landlord, that certain premises situated in the Landlord's Shopping Center known as Middleton Village Center located at the intersection of Main Street and Dewey Street, in the City of Middleton, County of Canyon, State of Idaho, and being that space including the roof and exterior walls containing 8,921 (76 x 115) interior square feet (the "Demised Premises"). The Demised Premises are shown cross-hatched on Exhibit A - Site Plan. The Shopping Center is the entire shopping center outlined in bold on Exhibit A - Site Plan. Tenant and its employees and invitees are also granted the non-exclusive right to use the parking, service and access areas shown on Exhibit A - Site Plan.

BEC
GA

9,633

Tenant will have and hold the Demised Premises for an initial term ending on the 30th day of September, 2021, upon the rents, terms, covenants and conditions contained in a certain Lease Agreement between the parties and bearing even date herewith (the "Lease"), which Lease is incorporated herein by reference. The Lease will be automatically extended, in accordance with the terms of the Lease, one period at a time, for four (4) successive periods of five (5) years each unless Tenant cancels the Lease. The Tenant has been and is hereby granted, in accordance with the terms of the Lease, certain exclusive use rights with respect to its business in the Shopping Center.

Furthermore, the Landlord has agreed and does hereby agree, in accordance with the terms of the Lease, that, during the term of the Lease: Landlord will not build any buildings in the portion of the Shopping Center identified as "No Building Area" on Exhibit A - Site Plan; that all area shown on Exhibit A as parking will always be devoted to marked, lighted, paved parking

GA
BEC

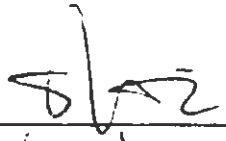
Middleton, ID #703097

area, except that Landlord may construct an additional building in the area identified as "Proposed Pad" on Exhibit A and a drive-through coffee kiosk in the area labeled "Coffee" on Exhibit A; and that the Lease contains certain restrictions with respect to certain non-retail, parking-intensive uses.

Landlord's Address:
Middleton Village Partners
2490 Bogus Basin Road
Boise, Idaho 83702

Tenant's Address:
Family Dollar, Inc.
Post Office Box 1017
Charlotte, North Carolina 28201-1017
Attn: Lease Administration Department

Witnesses:



Shandra Heman

LANDLORD
MIDDLETON VILLAGE PARTNERS

By: 

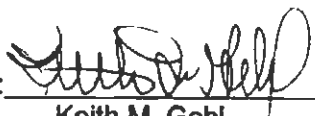
Garrett A. Goldberg
Managing Partner

ATTEST:



Thomas E. Schoenheit
Assistant Secretary

TENANT
FAMILY DOLLAR, INC.

By: 

Keith M. Gehl
Senior Vice President
Real Estate and Facilities

OK
BEC

STATE OF Idaho
COUNTY OF ada

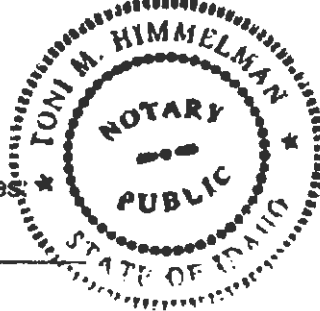
NOTARY

I, Toni Himmelman a Notary Public in and for the aforesaid State and County, do hereby certify that Garrett Widberg personally appeared before me this day and that by the authority duly given and on behalf of MIDDLETON VILLAGE PARTNERS the foregoing instrument was signed and executed by him for the purposes therein expressed.

WITNESS my hand and notarial seal this the 21 day of February, 2012.

My Commission Expires:

2/10/15



Toni Himmelman

Printed Name:
Notary Public

[Signature]

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

NOTARY

I, Darnell A. Stallings, a Notary Public in and for the aforesaid State and County, do hereby certify that KEITH M. GEHL and THOMAS E. SCHOENHEIT, Senior Vice President-Real Estate and Facilities and Assistant Secretary, respectively, of FAMILY DOLLAR, INC., personally appeared before me this day and that by the authority duly given and as the act of the corporation, the foregoing instrument was signed and executed by them for the purposes therein expressed.

WITNESS my hand and notarial seal this the 15th day of February, 2012.

Darnell A. Stallings
Darnell A. Stallings
Notary Public

My Commission Expires:
August 8, 2014

[Signature]
BEC

Middleton, ID
8703097

SC Pylon

Dewey St

FD Site

Google

Proposed Pad

Paved & Lighted Parking

Entrance

NO BUILD AREA
1/4" build strip

Service Cdn

Vehicle Area

AAA truck

AAA truck

AAA truck

Trash

Recycling

Dumpsters

Delivery

Fire Dept

attached on 1/20/06

Exhibit A - Site Plan

CEL
BEC

EXHIBIT A

A part of Block D of Hawthorn Plat of Middleton, in Section 7, Township 4 North, Range 2 West of the Boise-Meridian in Canyon County, Idaho, more particularly described to wit:

COMMENCING at the North Quarter corner of Section 7, Township 4 North, Range 2 West of the Boise Meridian; thence
North 89°40'00" East 871.15 feet, along the North line of the Northwest Quarter of the Northeast Quarter of said Section 7, said line also being the centerline of Main Street, to a point on the West line of Dewey Avenue extended; thence
South 0°19'49" East (formerly stated as South) 88.80 feet, along the said West line to the INITIAL POINT of this description; thence continue
South 0°19'49" East 539.20 feet, along the East line of said Block "D" to the Southeast corner thereof, said corner being in the center of the Middleton Mill Slough; thence
South 89°40'00" West 376.11 feet, (formerly stated as West 388.30 feet), along the South line of said Block "D", to the Southeast corner of Lot 1 in said Block "D"; thence
North 0°19'33" West (formerly stated as North) 50.00 feet along the East line of said Lot 1; thence
South 89°40'00" West (formerly stated as West) 130.00 feet, along the North line of said Lot 1; thence
North 0°19'33" West 369.95 feet, (formerly stated as North 365 feet) along the West line of said Block "D", to the intersection of the North bank of the Canyon County Ditch (being to the Methodist Episcopal Church Lot), known as Block "C" of said Hawthorn Plat; thence meandering along said North bank
North 58°55'06" East 230.90 feet; thence
North 59°26'41" East 59.60 feet; thence leaving said North bank
North 0°20'00" West 28.43 feet, to a point on a curve on the Southerly right of way line of the Boise Valley S-3748 (2) Highway Survey; thence meandering along said Southerly right of way, curving to the right along said curve 39.61 feet (formerly stated as 35.00 feet on a curve having a radius of 924.93 feet, a tangent of 19.81 feet, a central angle of 2°27'13" and a chord bearing
South 85°46'11" East 39.61 feet; thence
South 5°27'25" West (formerly stated as South 4°27' West) 5.00 feet to a point of curve; thence curving to the right 223.20 feet (formerly stated as 226.4 feet) on a curve having a radius of 919.93 feet, a tangent of 112.15 feet, a central angle of 13°54'05" and a chord bearing
South 77°35'32" East 222.65 feet to the INITIAL POINT of this description.

END OF SCHEDULE A

EXHIBIT “E”

A RE-PLAT OF A PORTION OF LOTS 8 AND 9 OF PLAT OF WIEBER'S ACREAGE,
SITUATED IN A PORTION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 6,
TOWNSHIP 4 NORTH, RANGE 2 WEST, BOISE MERIDIAN,
CITY OF MIDDLETON, CANYON COUNTY, IDAHO.
2022

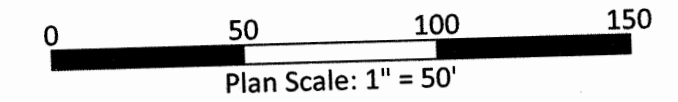


Diagram illustrating a driveway easement. The easement is shown as a shaded rectangular area. Key dimensions and labels include:

- DRIVEWAY EASEMENT (SEE NOTE 8)**: Label pointing to the shaded area.
- 22'**: Dimension from the left boundary to the start of the easement.
- 11'**: Dimension from the start of the easement to the right boundary.
- 15'**: Dimension from the right boundary to the right edge of the easement.
- 20'**: Total width of the easement area.
- Birch Ave.**: Label for the street on the left.

[illegible]

SHEET 1 - DETAIL PLAT MAP
SHEET 2 - PLAT NOTES, CERTIFICATE OF OWNERS AND CERTIFICATE OF SURVEYOR
SHEET 3 - CERTIFICATES AND APPROVALS

	ALUMINUM CAP AS NOTED
	FOUND 5/8" REBAR WITH PLASTIC CAP, MARKED AS NOTED
	SET 5/8" REBAR WITH PLASTIC CAP MARKED "ALB 12459"
	FOUND 1/2" REBAR WITH PLASTIC CAP, MARKED AS NOTED
	SET 1/2" REBAR WITH PLASTIC CAP MARKED "ALB 12459"
	SET BRASS PLUG WITH MAGNETIC INSERT. PLUG MARKED "ALB PLS 12459"
	CALCULATED POINT
	LOT NUMBER
	SECTION LINE
	SUBDIVISION BOUNDARY LINE
	ROADWAY CENTERLINE
	LOT LINE
	ADJACENT BOUNDARY LINE
	FEMA REGULATORY FLOODWAY (EFFECTIVE 6-7-19 AND SUBJECT TO CHANGE. SEE NOTE 9)
	FLOODWAY SETBACK LINE
	EASEMENT LINE, AS NOTED
	DRIVEWAY EASEMENT, SEE DETAIL A AND NOTE 8
	STORM DRAINAGE EASEMENT, SEE DETAIL B AND NOTE 9
	W.C.
	WITNESS CORNER

REFERENCES

R1. PLAT OF WIEBER'S ACREAGE, BOOK 2 OF PLATS AT PAGE 54, RECORDS OF CANYON COUNTY, IDAHO.

R2. PLAT OF GARDNER PLACE, BOOK 22 OF PLATS AT PAGE 46, RECORDS OF CANYON COUNTY, IDAHO.

R3. RECORD OF SURVEY PER INST. No. 2019-056261, RECORDS OF CANYON COUNTY, IDAHO.

SURVEY NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE THE LAND SHOWN HEREON. THE SURVEY IS BASED UPON THE RETRACEMENT OF PLATS, SURVEYS AND DEEDS AS LISTED IN THE REFERENCES HEREON AND A FIELD SURVEY OF EXISTING MONUMENTATION. MONUMENTATION RECOVERED WAS FOUND TO BE IN SUBSTANTIAL CONFORMANCE WITH THE RECORD. ALL PROPERTY CORNERS WHERE MONUMENTS OF RECORD WERE NOT FOUND WERE SET/RESET AS SHOWN HEREON.



SHEET 1 OF 3

PLAT OF
Concord Square Subdivision

CERTIFICATE OF OWNERS

KNOW ALL MEN/WOMEN BY THESE PRESENTS: THAT THE UNDERSIGNED IS THE OWNER OF THE REAL PROPERTY
HEREAFTER DESCRIBED.

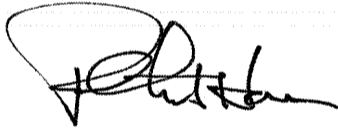
A RE-PLAT OF A PORTION OF LOTS 8 AND 9 OF WIEBER'S ACREAGE, BOOK 2, PAGE 54, RECORDS OF CANYON
COUNTY, IDAHO, LYING IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 2
WEST, BOISE MERIDIAN, CITY OF MIDDLETON, CANYON COUNTY, IDAHO, AND BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

BEGINNING AT A SET ALUMINUM CAP BEING THE SOUTHWEST 1/16 CORNER OF SAID SECTION 6 (ALSO BEING THE
SOUTHEAST CORNER OF GOVERNMENT LOT 6), WHICH BEARS N01°28'37"E A DISTANCE OF 1,320.94 FEET FROM A
FOUND ALUMINUM CAP MARKING THE WEST 1/16 CORNER SOUTHEAST CORNER OF SAID SECTION 6 AND SECTION 7
(ALSO BEING THE SOUTHEAST CORNER OF GOVERNMENT LOT 7 OF SAID SECTION 6);
THENCE FOLLOWING THE WESTERLY LINE OF THE NORTHEAST 1/4 OF SAID SOUTHWEST 1/4 OF SECTION 6,
N01°27'07"E A DISTANCE OF 345.19 FEET TO A POINT BEING WITNESSED BY AN ALUMINUM CAP WHICH BEARS
S89°43'54"E A DISTANCE OF 5.00 FEET FROM SAID POINT;
THENCE LEAVING SAID WESTERLY LINE, S89°43'54"E A DISTANCE OF 175.98 FEET TO A FOUND 5/8-INCH REBAR;
THENCE S01°27'26"W A DISTANCE OF 336.03 FEET TO A SET 5/8-INCH REBAR;
THENCE S01°23'05"W A DISTANCE OF 344.92 FEET TO A SET 5/8-INCH REBAR BEING THE NORTHERLY SUBDIVISION
BOUNDARY LINE OF GARDNER PLACE (BOOK 22, PAGE 46, RECORDS OF CANYON COUNTY, IDAHO);
THENCE FOLLOWING SAID NORTHERLY SUBDIVISION BOUNDARY LINE THE FOLLOWING THREE (3) COURSES:
1. S89°50'21"W A DISTANCE OF 46.89 FEET TO A FOUND 5/8-INCH REBAR;
2. N00°54'42"E A DISTANCE OF 19.32 FEET TO A FOUND 5/8-INCH REBAR;
3. N89°41'24"W A DISTANCE OF 129.43 FEET TO A FOUND 5/8-INCH REBAR ON THE EASTERLY LINE OF THE
SOUTHEAST 1/4 OF SAID SOUTHWEST 1/4 OF SECTION 6;

THENCE LEAVING SAID NORTHERLY BOUNDARY LINE AND FOLLOWING SAID EASTERLY LINE, N01°28'37"E A DISTANCE
OF 316.70 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS A TOTAL OF 2.696 ACRES, MORE OR LESS.

IT IS THE INTENTION OF THE UNDERSIGNED TO INCLUDE SAID LAND IN THIS PLAT. THE EASEMENTS SHOWN ON THIS
PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHTS TO USE SAID EASEMENTS ARE HEREBY PERPETUALLY
RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS SHOWN ON THIS PLAT. NO STRUCTURES OTHER THAN
FOR SUCH UTILITY AND OTHER DESIGNATED PUBLIC USES ARE TO BE ERECTED WITHIN THE LIMITS OF SAID
EASEMENTS UNLESS NOTED OTHERWISE ON THIS PLAT. THE OWNER CERTIFIES THAT ALL LOTS IN THIS SUBDIVISION
WILL RECEIVE DOMESTIC WATER FROM THE CITY OF MIDDLETON AND SAID CITY HAS AGREED IN WRITING TO SERVE
ALL OF THE LOTS IN THIS SUBDIVISION.



PETER HARRIS, OWNER
PETER HARRIS CONSTRUCTION INC.

ACKNOWLEDGMENT

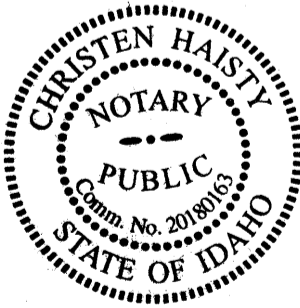
STATE OF IDAHO }
COUNTY OF Ada }SS

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON June 10, 2022, BY PETER HARRIS, AS THE OWNER OF
PETER HARRIS CONSTRUCTION INC.



SIGNATURE OF NOTARY PUBLIC

MY COMMISSION EXPIRES 1-29-24



NOTES

1. BUILDING SETBACKS AND DIMENSIONAL STANDARDS IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH
THE CITY OF MIDDLETON STANDARDS FOR THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME
OF ISSUANCE OF THE BUILDING PERMIT OR AS OTHERWISE APPROVED BY THE CITY OF MIDDLETON. ON
SEPTEMBER 14, 2020, MIDDLETON PLANNING AND ZONING COMMISSION APPROVED A SPECIAL PERMIT TO
ALLOW A 15' REAR SETBACK ON ALL BUILDABLE LOTS AND TO INCREASE THE DENSITY OF THE PROJECT.
2. ANY FENCES, LANDSCAPING OR ANY OTHER STRUCTURES INSTALLED IN AN EASEMENT AREA MAY BE
REMOVED BY THE CITY OF MIDDLETON AND UTILITY COMPANIES AND REPLACED AT THE LANDOWNER'S
EXPENSE.
3. IRRIGATION WATER HAS BEEN PROVIDED FROM MIDDLETON MILL DITCH COMPANY IN COMPLIANCE WITH IDAHO
CODE SECTION 31-3805(1)(b). LOTS WITHIN THIS SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER
RIGHTS AND WILL BE OBLIGATED FOR ASSESSMENTS FROM MIDDLETON MILL DITCH COMPANY.
4. LOT 7, BLOCK 1 IS A NON-BUILDABLE COMMON LOT AND SHALL BE OWNED AND MAINTAINED BY THE
CONCORD SQUARE HOMEOWNER'S ASSOCIATION, OR ASSIGNS.
5. ALL LOT LINES COMMON TO THE BIRCH AVE. PUBLIC RIGHT-OF-WAY CONTAIN A 15.00 FOOT WIDE
EASEMENT FOR PUBLIC UTILITIES, LOT DRAINAGE AND IRRIGATION. THIS EASEMENT SHALL NOT PRECLUDE
CONSTRUCTION OF DRIVEWAYS AND SIDEWALKS TO EACH LOT.
6. UNLESS SHOWN OTHERWISE, ALL LOT LINES CONTAIN A 10.00 FOOT WIDE EASEMENT FOR PUBLIC UTILITIES,
LOT DRAINAGE AND IRRIGATION.
7. AS DIMENSIONED AND SHOWN HEREON, ALL INTERIOR LOT LINES CONTAIN AN EASEMENT (AS DIMENSIONED)
FOR PUBLIC UTILITIES, LOT DRAINAGE AND IRRIGATION.
8. LOTS 6, 8, 9 AND 10, BLOCK 1 SHALL TAKE ACCESS VIA BIRCH AVENUE. LOTS 1-5, BLOCK 1 SHALL TAKE
ACCESS FROM THE ADJACENT DRIVEWAY EASEMENTS SHOWN HEREON. THESE DRIVEWAY EASEMENTS SHALL
BE MAINTAINED BY THE CONCORD SQUARE HOMEOWNER'S ASSOCIATION, OR ASSIGNS.
9. AS SHOWN HEREON, LOTS 1 AND 6, BLOCK 1 ARE SUBJECT TO STORM DRAINAGE EASEMENTS THAT SHALL
BE MAINTAINED BY THE CONCORD SQUARE HOMEOWNER'S ASSOCIATION (HOA). THE HOA OWNS AND
MANAGES THE COMMON AREAS AND STORMWATER FACILITIES SUCH AS BASINS AND SWALES. A PLAN FOR
OPERATION, MAINTENANCE AND REPAIR OF STORMWATER FACILITIES (O&M PLAN) HAS BEEN PREPARED FOR
ALL STORMWATER FACILITIES MAINTAINED BY THE HOA. THE O&M PLAN SHALL BE RECORDED WITH THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (CC&Rs). THE O&M PLANS SHALL BE USED
FOR MAINTENANCE AND OPERATION OF THE STORMWATER FACILITIES.
10. THIS SUBDIVISION IS SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS THAT ARE TO BE FILED
FOR RECORD AT THE CANYON COUNTY RECORDER'S OFFICE, AND MAY BE AMENDED FROM TIME TO TIME.
11. THE HOMEOWNERS' ASSOCIATION (HOA). IT'S OWNERSHIP AND MAINTENANCE COMMITMENTS CANNOT BE
DISSOLVED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE CITY OF MIDDLETON, IDAHO.
12. PORTIONS OF THIS SUBDIVISION LIE WITHIN AN AREA OF SPECIAL FLOOD HAZARD (ASFH) AS IDENTIFIED ON
THE FLOOD INSURANCE RATE MAP (FIRM) PANEL NUMBER 16027C0234G, EFFECTIVE DATE OF JUNE 7TH,
2019, AND ARE SUBJECT TO THE REGULATIONS OF MIDDLETON CITY CODE TITLE 4, CHAPTER 3, FLOOD
CONTROL REGULATIONS. SHEET FLOODING CAN AND WILL OCCUR AND FLOODS OF GREATER MAGNITUDE MAY
INUNDATE AREAS OUTSIDE IDENTIFIED FLOODPLAIN AND FLOODWAY BOUNDARY LINES. BUILDER(S) WILL BE
RESPONSIBLE TO MEET THE FLOODWAY/FLOODPLAIN REQUIREMENTS IN EFFECT AT THE TIME OF THE
ISSUANCE OF A BUILDING PERMIT.
13. FOUND 5/8" REBAR WITH NO CAP. PLACED CAP MARKED "ALB 12459".
14. AS SHOWN HEREON, LOTS 4, 5, 8 & 9, BLOCK 1 ARE SUBJECT TO A 20-FT CITY UTILITY EASEMENT
(SEWER) FOR THE PURPOSE OF CONSTRUCTING, LOCATING, MAINTAINING, REPAIRING, RECONSTRUCTION,
UPGRADING AND IMPROVING CITY UTILITIES OR OTHER CITY INFRASTRUCTURE (SEWER).
15. ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT
AT THE TIME OF THE RE-SUBDIVISION.

CERTIFICATE OF SURVEYOR

I, AARON L. BALLARD, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO
HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION, DESIGNATED AS WATERFORD SUBDIVISION
No. 1, WAS MADE UNDER MY DIRECTION, AND THAT SAID SUBDIVISION IS TRULY AND CORRECTLY
SURVEYED AND STAKED AS PROVIDED BY LAW AND IN ACCORDANCE WITH THE ACCOMPANYING
PLAT AS DESCRIBED HEREON.



6-10-2022

DEVELOPERS
PETER HARRIS
CONSTRUCTION INC.
BOISE, IDAHO

km
ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmenglp.com

BOOK ____, PAGE ____

JOB NO. 20-047

SHEET 2 OF 3

PLAT OF
Concord Square Subdivision

APPROVAL OF COUNTY SURVEYOR

I, THE UNDERSIGNED, PROFESSIONAL LAND SURVEYOR FOR CANYON COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.


CANYON COUNTY SURVEYOR

12/16/21
DATE

APPROVAL OF CITY OF MIDDLETON ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF MIDDLETON, CANYON COUNTY, IDAHO, HEREBY APPROVE THIS PLAT.

CITY OF MIDDLETON ENGINEER

DATE


APPROVAL OF CITY OF MIDDLETON

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE CITY OF MIDDLETON, IDAHO ON THE
DAY OF _____, 202__.

MAYOR

CERTIFICATE OF APPROVAL - SOUTHWEST DISTRICT HEALTH DEPARTMENT

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. WATER AND SEWER LINE HAVE BEEN COMPLETED AND SERVICES CERTIFIED AS AVAILABLE. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.


OFFICER
SOUTHWEST DISTRICT HEALTH DEPARTMENT

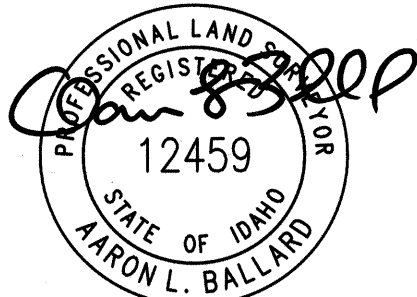
12/19/2021
DATE

CERTIFICATE OF THE COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF CANYON, IDAHO, PER THE REQUIREMENTS OF IDAHO STATE CODE, TITLE 50, CHAPTER 13, SECTION 50-1308, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS SUBDIVISION PLAT HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

CANYON COUNTY TREASURER

DATE



12.6.2021

DEVELOPERS
PETER HARRIS
CONSTRUCTION INC.
BOISE, IDAHO

km
ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmengllp.com

EXHIBIT “B”

**CITY OF MIDDLETON
EMERGENCY MORATORIUM
ORDINANCE NO. M22-001
FIRST AMENDMENT**

AN ORDINANCE ENACTED BY THE MIDDLETON CITY COUNCIL AMENDING THAT CERTAIN MORATORIUM UPON THE PROCESSING OF ALL DEVELOPMENT APPLICATIONS, INCLUDING, BUT NOT LIMITED TO, ALL ANNEXATIONS, REZONES, BUILDING PERMITS, DESIGN REVIEW, PRELIMINARY PLATS, VARIANCES, CONDITIONAL USE PERMITS, PLANNED UNIT DEVELOPMENTS, AND OTHER SIMILAR APPLICATIONS; PROVIDING FOR SEVERABILITY; AND DECLARING THE SUBORDINATION OF ALL ORDINANCES, RESOLUTION, AND ORDERS IN CONFLICT HEREWITH.

RECITAL OF FACTS AND LAW

WHEREAS, the City of Middleton is tasked with providing for the general welfare of the citizens of Middleton; and,

WHEREAS, the Section 2, Article XII of the Idaho Constitution vests incorporated cities with the authority to make and enforce all local police, sanitary and other regulations that are not in conflict with its charter or with the general laws of the state; and,

WHEREAS, the legislative authority of each city is vested in the city council by Idaho Code § 50-701; and,

WHEREAS, the City of Middleton is authorized to exercise all powers and perform all functions of local self-government in city affairs as are not specifically prohibited by or in conflict with the general laws or the constitution of the state of Idaho by Idaho Code § 50-301; and,

WHEREAS, the City of Middleton is authorized by Idaho Code § 50-302 to make all such ordinances, regulations and resolutions not inconsistent with the laws of the state of Idaho as may be expedient to maintain the peace, good government and welfare of the City; and,

WHEREAS, the City of Middleton has road infrastructure that provides transportation to the citizens of Middleton and others using said infrastructure; and,

WHEREAS, the City of Middleton, along with the City of Star, Canyon Highway District #4, and Canyon County, intended to collect and expend impact fees jointly, as part of the Mid-Star Impact Fee program; and,

WHEREAS, the City of Middleton has duly adopted and begun collecting said impact fees; and,

WHEREAS, the City of Star has duly adopted and begun collecting said impact fees; and,

WHEREAS, Canyon County has failed to adopt said impact fees and has failed to act on the same for nearly one (1) year; and,

WHEREAS, the impact fee study and capital improvement plan for the Mid-Star Impact Fees rely upon the collection of said fees by all participants therein; and,

WHEREAS, the County's failure to adopt the Mid-Star impact fees threatens the efficacy of the fees and planned capital improvements as a whole; and,

WHEREAS, said failure jeopardizes the City of Middleton's ability to provide adequate road facilities within the City of Middleton; and,

WHEREAS, said failure jeopardizes the general welfare of the City of Middleton; and,

WHEREAS, by the adoption hereof, the City declares that the foregoing circumstance constitutes an imminent peril to the public safety and welfare of the City of Middleton and its citizens; and,

WHEREAS, the City is authorized, by Idaho Code 67-6523, to adopt emergency moratoriums if the City Council finds that there is an imminent peril to the public's safety and welfare; and,

WHEREAS, the City is authorized by the Idaho Constitution and Idaho code to make all ordinances necessary to provide for the peace, good government, and welfare of the City; and,

WHEREAS, the City Council may, upon such finding, proceed without recommendation of the Planning and Zoning Commission to adopt a moratorium responding thereto; and,

WHEREAS, the adoption of the moratorium may be accomplished upon such abbreviated notice of hearing as the City Council deems practical; and,

WHEREAS, said hearing was posted to the City Council's meeting agenda on May 31, 2022, to be heard during the regularly scheduled meeting of the City Council; and,

WHEREAS, the City Council deemed the notice provided to be appropriate; and,

WHEREAS, said hearing has been held; and,

WHEREAS, since the initial adoption of the moratorium, the City has continued to communicate with the County leadership concerning the adoption of the Mid-Star impact fees; and,

WHEREAS, the County set an unofficial final hearing date for the Mid-Star impact fees on July 2, 2022; and,

WHEREAS, the County has informed the City that the notice requirements for the final hearing did not allow a final hearing on July 2, 2022; and,

WHEREAS, the County has informed the City that it intends to hold a final hearing on the Mid-Star impact fees; and,

WHEREAS, the anticipated date for said final hearing is July 20, 2022; and,

WHEREAS, the City of Middleton has no desire to extend the moratorium for any period beyond the date on which Canyon County adopts the Mid-Star impact fees; and,

WHEREAS, as soon as Canyon County adopts the Mid-Star impact fees, the harm the Moratorium seeks to address will be remedied; and,

WHEREAS, the City desires to amend the moratorium to provide for its termination concurrent with the County adopting the Mid-Star impact fees; and,

WHEREAS, this amendment will allow for the moratorium to be immediately responsive to the County taking the action necessary to ensure sufficient transportation infrastructure for the City of Middleton.

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

Section 1. This amendment and the recitals hereto are incorporated in the Moratorium adopted by Ordinance No. M22-001 and made a part thereof.

Section 2. Immediately upon the passage of the Mid-Star impact fees by the Canyon County board of commissioners, this Moratorium shall be of no further force or effect.

Section 3. This amendment to the moratorium shall be in full force and effect immediately upon the date of its passage.

Section 4. This moratorium is hereby declared to be severable. If any portion hereof is declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall be read to carry out the purposes of this moratorium before the declaration of partial invalidity.

Section 5. If a conflict exists between this moratorium and any other ordinance, resolution, or order of the City of Middleton, this moratorium shall control until its expiration or termination by City Council.

PASSED BY THE COUNCIL of the City of Middleton, Idaho this 6th day of July, 2022.

APPROVED BY THE MAYOR of the City of Middleton, Idaho this 6th day of July, 2022.

APPROVED

By _____
STEVE RULE, Mayor

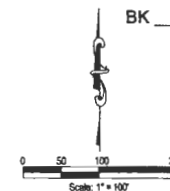
ATTEST:

By _____
City Clerk, or Deputy

EXHIBIT “C”

LOCATED IN PORTIONS OF GOVERNMENT LOT 3 OF SECTION 31,
T. 5 N., R. 2 W., B.M., CITY OF MIDDLETON, CANYON COUNTY, IDAHO
2022

BK PG



1. Minimum building setback lines shall be in accordance with the City of Middleton applicable zoning and subdivision regulations at the time of issuance of individual building permits.
2. Any resubdivision of this plat shall comply with the applicable zoning regulations in effect at the time of re subdivision.
3. Lot 1, Block 1, Lot 1, Block 3, Lot 1, Block 4, Lot 1, Block 5 and Lot 2 Block 6 are common lots and shall be owned and maintained by The Estates at West Highlands Subdivision Homeowner's Association. These lots are subject to a blanket easement for public utilities.
4. Lot 1, Block 1, Lot 1, Block 3, Lot 1, Block 4, Lot 1, Block 5 and Lot 2 Block 6 are common lots and are subject to a blanket easement for Estates at West Highlands Homeowner's Association irrigation, as shown herein.
5. Lot, all, parcel and tract sizes shall meet the dimensional standards established in the applicable zoning ordinance or as specifically approved.
6. Irrigation water has been provided from The Estates at West Highlands Subdivision Homeowner's Association in compliance with Idaho Code Section 31-3805(1)(b). Lots within this subdivision will be entitled to irrigation water rights and will be obligated for assessments from Black Canyon Irrigation Company.
7. This subdivision will be subject to the covenants, conditions and restrictions that are to be filed for recording at the Canyon County Recorder's Office, and any future amendments.
8. Unless otherwise shown, all front lot lines common to the right-of-ways contain a 10.00 foot wide permanent easement for public utilities, City of Middleton street lights. This easement shall not preclude the construction of driveways and sidewalks to each lot.
9. Unless otherwise shown, all rear lot lines contain a 10.00 foot wide permanent easement for public utilities, Estates at West Highlands Homeowner's Association pressure irrigation and lot drainage.
10. Unless otherwise shown, all interior lot lines contain a 5.00 foot wide permanent easement, each side, for Estates at West Highlands Homeowner's Association pressure irrigation and lot drainage.
11. Lots shall not be reduced in size without prior approval from the health authority.
12. No additional domestic water supplies shall be installed beyond the water system approved in the sanitary restriction release.
13. Direct lot access to Cemetery Road and Meadow Creek Way is prohibited unless specifically allowed by the City of Middleton, except for Lot 1, Block 1 as shown.
14. Any fences, landscaping or any other structures installed in an easement area may be removed by the City of Middleton and utility companies and replaced at the landowner's expense.
15. The Home Owner's Association (HOA), owns and manages the common areas which includes Stormwater facilities such as basins and swales. A plan for operation, maintenance, and repair of Stormwater facilities (O&M plan) has been prepared for all Stormwater facilities maintained by the HOA. The O&M plan shall be recorded with the Declaration of Covenants, Conditions, and Restrictions (CC&Rs). The O&M plans shall be used for maintenance and operation of the Stormwater facility.
16. Domestic and fire protection water shall be provided by the City of Middleton.
17. Sanitary sewer collection shall be provided by the City of Middleton.
18. Irrigation ditches through the project shall be piped where they cross roadways, and all irrigation structures and facilities shall be located outside any public right of way or the boundary of any public property.
19. Lot 1, Block 1 is encumbered by a 20' wide exclusive City of Middleton Sewer and utility easement for the purpose of construction, maintenance, replacement, or repair of City Facilities, as shown hereon

	Calculated point	or repair of City Facilities, as COMP 623 11th Av JN
	Found break cap monument	
	Found aluminum cap monument	
	Found 5/8 inch dia. iron pin w/ plastic cap "PLS 9306" unless otherwise noted	
	Set 5/8 inch dia. x 24 inch iron pin w/ plastic cap "PLS 7732"	
	Set 1/2 inch dia. x 24 inch iron pin w/ plastic cap "PLS 7732"	
	Found 1/2 inch dia. iron pin	
	Block number	
	Lot number	
	Boundary line	
_____	Property line	
_____	Section line	
_____	Easement Line	
_____	Centerline	
_____	Lot Line	

R1) Amended Plat of The Crossing at Meadow Park
Subdivision No. 1, Recorded in Book 45, Page 21, Records of
Canyon County, Idaho

R2) Plat of The Estates No. 1 at Meadow Park, Recorded in
Book 40, Page 49, Records of Canyon County, Idaho

R3) Plat of Shaney's Acres Subdivision, Recorded in Book
32, Page 20, Records of Canyon County, Idaho

All Line and Curve data can be found on Sheet 5 of 7



COMPASS LAND SURVEYING, PLLC

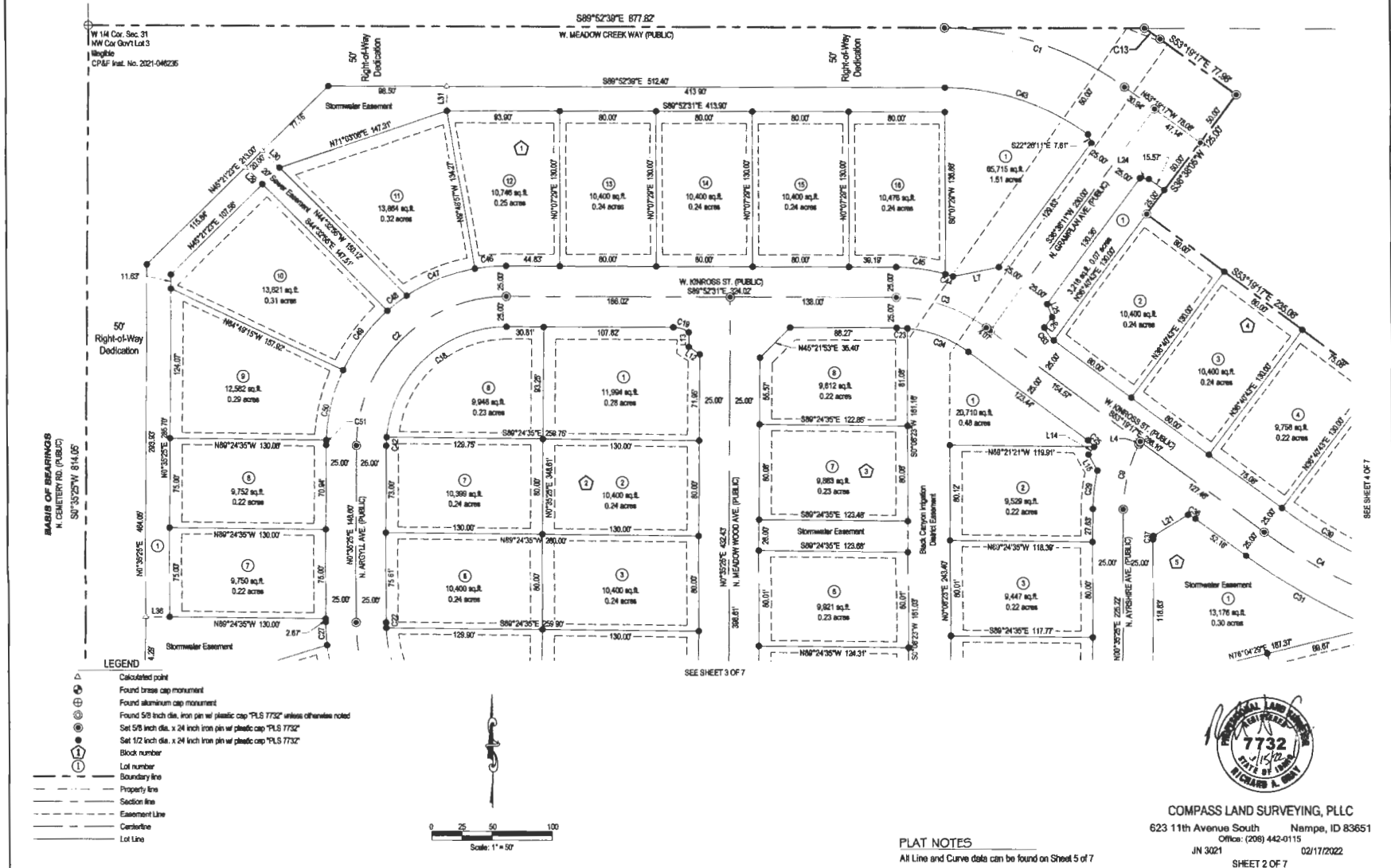
623 11th Avenue South Nampa, ID 83651

Office: (208) 442-0115

JN 3021 02/17/2022

SHEET 1 OF 7

LOCATED IN PORTIONS OF GOVERNMENT LOT 3 OF SECTION 31,
T. 5 N., R. 2 W., B.M., CITY OF MIDDLETON, CANYON COUNTY, IDAHO
2022

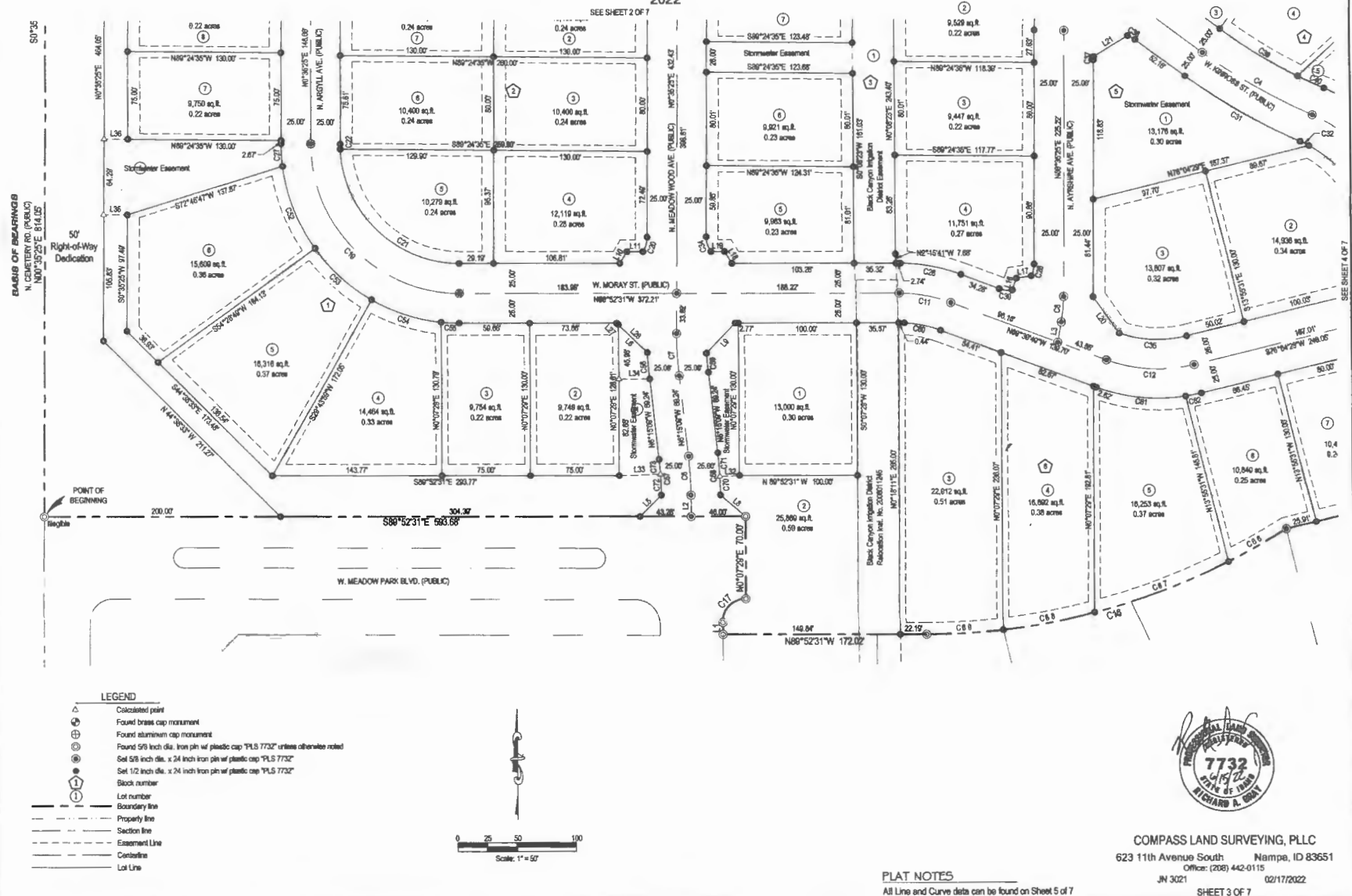


PLAT OF ESTATES AT WEST HIGHLANDS SUBDIVISION NO. 1

LOCATED IN PORTIONS OF GOVERNMENT LOT 3 OF SECTION 31,
T. 5 N., R. 2 W., B.M., CITY OF MIDDLETON, CANYON COUNTY, IDAHO

2022

BK _____ PG _____



COMPASS LAND SURVEYING, PLLC
623 11th Avenue South Nampa, ID 83651
Office: (208) 442-0115

JN 3021 02/17/2022

SHEET 3 OF 7

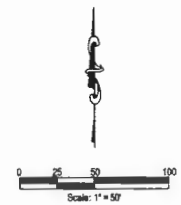
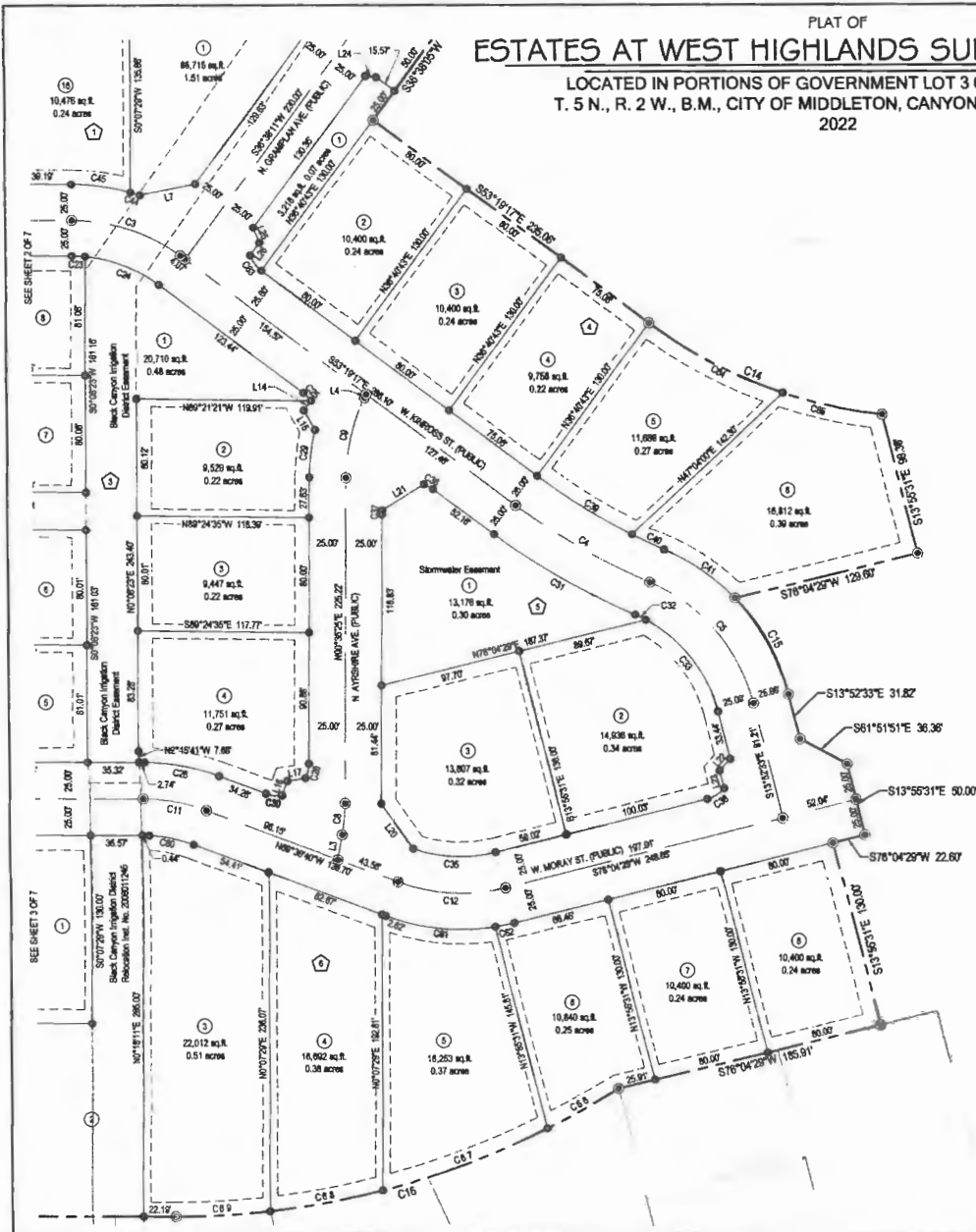
PLAT NOTES

All Line and Curve data can be found on Sheet 5 of 7

PLAT OF ESTATES AT WEST HIGHLANDS SUBDIVISION NO. 1

LOCATED IN PORTIONS OF GOVERNMENT LOT 3 OF SECTION 31,
T. 5 N., R. 2 W., B.M., CITY OF MIDDLETON, CANYON COUNTY, IDAHO
2022

BK _____ PG _____



- LEGEND**
- △ Calculated point
 - ⊕ Found brass cap monument
 - ⊕ Found aluminum cap monument
 - ⊕ Found 5/8 inch dia. iron pin w/ plastic cap "PLS 7732" unless otherwise noted
 - ⊕ Set 5/8 inch dia. x 24 inch iron pin w/ plastic cap "PLS 7732"
 - ⊕ Set 1/2 inch dia. x 24 inch iron pin w/ plastic cap "PLS 7732"
 - ① Block number
 - ① Lot number
 - Boundary line
 - Section line
 - Easement line
 - Contour line
 - Lot line



PLAT NOTES
All Line and Curve data can be found on Sheet 5 of 7

COMPASS LAND SURVEYING, PLLC
623 11th Avenue South Nampa, ID 83651
Office: (208) 442-0115
JUN 30 2022 02/17/2022
SHEET 4 OF 7

PLAT OF ESTATES AT WEST HIGHLANDS SUBDIVISION NO. 1

LOCATED IN PORTIONS OF GOVERNMENT LOT 3 OF SECTION 31,
T. 5 N., R. 2 W., B.M., CITY OF MIDDLETON, CANYON COUNTY, IDAHO
2022

BK _____ PG _____

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG	CHORD
C1	158.51	250.00	38°33'23"	N71°35'58"W	156.82
C2	196.33	125.00	89°32'04"	N45°21'27"E	178.08
C3	76.75	125.00	38°33'15"	S71°35'54"E	78.40
C4	106.30	480.00	12°41'59"	S59°40'49"E	108.18
C5	113.78	125.00	52°08'43"	S36°58'59"E	109.89
C6	33.40	300.00	8°22'42"	N33°03'47"W	33.38
C7	36.83	300.00	8°50'33"	N2°46'52"W	35.81
C8	21.80	125.00	9°53'55"	N6°32'22"E	21.57
C9	58.92	125.00	28°05'19"	N13°38'04"E	58.43
C10	197.37	125.00	90°27'58"	N44°38'33"W	177.48
C11	44.43	125.00	20°21'51"	N78°41'38"W	44.19
C12	75.08	125.00	34°24'51"	N68°43'05"W	73.86
C13	15.70	300.00	2°58'58"	S64°48'15"E	15.70
C14	173.31	325.00	30°33'14"	S66°36'54"E	171.27
C15	77.18	150.00	29°28'18"	S28°36'49"E	76.31
C16	321.40	986.00	32°36'34"	N 73°48'43"E	317.08
C17	31.47	20.00	89°58'10"	N45°07'29"E	28.28
C18	148.28	100.00	85°31'13"	N47°21'52"E	135.79
C19	13.89	22.00	35°32'51"	S72°08'08"E	13.43
C20	12.87	22.00	33°30'44"	S17°22'47"W	12.89

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG	CHORD
C61	78.53	150.00	29°13'51"	S84°07'38"E	75.70
C62	13.57	150.00	5°11'01"	N78°38'58"E	13.57
C63	13.13	22.00	34°11'18"	S38°01'21"E	12.94
C64	103.74	325.00	18°17'20"	S 82°27'57"E	103.30
C65	86.57	325.00	12°15'54"	S 77°44'34"E	86.44
C66	56.16	666.00	5°41'44"	N 60°22'53"E	56.14
C67	121.25	666.00	12°17'48"	N 69°22'38"E	121.02
C68	78.91	585.00	08°00'07"	N 79°31'39"E	78.84
C69	85.04	585.00	08°35'45"	N 88°48'31"E	85.01
C70	15.73	325.00	02°48'24"	N 01°15'38"W	15.73
C71	20.14	323.89	03°33'45"	N 04°28'25"W	20.13
C72	17.93	274.25	03°44'48"	N 01°46'41"W	17.93
C73	12.89	278.81	02°37'53"	N 04°55'38"W	12.88

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG	CHORD
C21	153.50	100.00	87°58'48"	N45°54'07"W	138.88
C22	4.40	100.00	2°31'08"	N0°40'38"W	4.40
C23	9.02	100.00	5°10'14"	S81°17'25"E	9.02
C24	54.77	100.00	31°23'01"	S89°00'47"E	54.08
C25	7.53	22.00	18°38'10"	S43°31'12"E	7.49
C26	10.24	22.00	28°38'25"	S13°58'07"W	10.14
C27	19.51	150.00	7°27'02"	N3°08'08"W	19.48
C28	53.31	150.00	20°21'51"	N78°41'38"W	53.09
C29	32.79	150.00	12°31'28"	N8°51'08"E	32.72
C30	11.29	22.00	29°18'54"	N84°10'53"W	11.14
C31	111.94	505.00	12°41'58"	N68°40'18"W	111.71
C32	8.08	100.00	4°37'50"	N63°42'21"W	8.08
C33	82.93	100.00	47°30'53"	N37°38'00"W	80.57
C34	13.18	22.00	34°17'05"	N18°33'08"W	12.97
C35	57.48	100.00	32°58'19"	N87°27'52"W	56.67
C36	7.08	22.00	18°28'12"	S82°32'23"E	7.00
C37	2.94	22.00	7°38'15"	N4°25'02"E	2.94
C38	13.90	22.00	36°11'50"	S67°58'35"W	13.87
C39	76.88	455.00	8°38'28"	N68°08'00"W	76.80
C40	24.18	455.00	3°02'33"	N84°28'59"W	24.18

LINE TABLE		
LINE	DISTANCE	BEARING
L1	10.00	N0°07'50"E
L2	18.28	N0°07'34"E
L3	17.40	N10°25'20"E
L4	2.50	N28°40'43"E
L5	25.88	S46°51'28"W
L6	33.80	S45°56'27"E
L7	36.94	S78°27'34"W
L8	27.84	N48°49'28"W
L9	35.33	N43°41'42"E
L10	11.43	S32°07'28"W
L11	13.57	N89°52'31"W
L12	11.17	S58°18'48"E
L13	12.07	S0°36'25"W
L14	8.21	S38°40'43"W
L15	15.20	S29°04'21"E
L16	10.34	S20°30'14"W
L17	12.74	S81°06'29"W
L18	11.53	N32°04'21"W
L19	11.88	N89°52'31"W
L20	37.89	N35°18'48"W

LINE TABLE		
LINE	DISTANCE	BEARING
L21	33.71	N68°14'38"E
L22	10.84	S42°07'48"W
L23	12.48	S13°52'33"E
L24	7.52	S84°33'58"E
L25	11.37	N28°38'11"W
L26	10.78	N38°38'11"E
L27	2.03	S48°56'27"E
L28	35.80	S45°56'27"E
L29	20.00	S 44°32'58"E
L30	20.00	S 44°32'58"E
L31	20.43	N 00°07'21"E
L32	18.50	S 87°48'08"W
L33	34.88	N 88°08'08"E
L34	26.05	N 89°52'31"W
L35	20.00	N 88°24'38"W
L36	20.00	N 88°24'38"W



PLAT OF
ESTATES AT WEST HIGHLANDS SUBDIVISION NO. 1

BK _____ PG _____

LOCATED IN PORTIONS OF GOVERNMENT LOT 3 OF SECTION 31,
T. 5 N., R. 2 W., B.M., CITY OF MIDDLETON, CANYON COUNTY, IDAHO
2022

CERTIFICATE OF OWNERS

Know all men by these presents that Donald G. Newell, Manager, of Estates 81, LLC, are the owners of a real parcel of land herein after described and that it is their intention to include said real property in this subdivision plat.

Know all men/women by these presents: that the undersigned is the owner of the real property hereafter described.

A parcel of land being a portion of Government Lot 3 of Section 31, Township 5 North, Range 2 West, Boise Meridian, Middleton, Canyon County Idaho, more particularly described as follows:

Commencing at a found illegible aluminum disk marking the SW corner of said Government Lot 3, which bears N. 00 35' 14" E., a distance of 1320.32 feet to a found Aluminum cap stamped "PLS 16642" marking the SW corner of said Section 31; Thence along the westerly boundary of said Government Lot 3, N. 00 35' 25" E., a distance of 505.88 feet to a found 5/8 inch diameter iron pin with illegible cap marking the POINT OF BEGINNING. Said point also being the Northwest corner of Estates No. 1 at Meadow Park Subdivision as on file in Book 40 of Plats at Page 49 in the Office of the Recorder of Canyon County, Idaho;

Thence leaving said subdivision corner and continuing along the westerly boundary of said Government Lot 3, N. 00 35' 25" E., a distance of 814.05 feet to a found illegible Aluminum cap marking the Northwest corner of said Government Lot 3; Thence along the northerly boundary of said Government Lot 3, S. 89 52' 39" E., a distance of 877.82 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732" marking the beginning of a non-tangent curve right; Thence leaving said northerly boundary a distance of 15.70 feet along the arc of said curve right, having a radius of 300.00 feet, a central angle of 02 59' 58", the long chord of which bears S. 54 49' 15" E., a distance of 15.70 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732"; Thence S. 53 19' 17" E., a distance of 77.98 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732"; Thence S. 36 38' 05" W., a distance of 125.00 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732"; Thence S. 53 19' 17" E., a distance of 235.06 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732" marking the beginning of a tangent curve left; Thence a distance of 173.31 feet along the arc of said curve left, having a radius of 325.00 feet, a central angle of 30 33' 14", the long chord of which bears S. 68 35' 54" E., a distance of 171.27 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732"; Thence non tangent to said curve, S. 13 55' 31" E., a distance of 98.38 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732"; Thence S. 76 04' 29" W., a distance of 129.60 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732" marking the beginning of a non-tangent curve right; Thence a distance of 77.16 feet along the arc of said curve right, having a radius of 150.00 feet, a central angle of 28 28' 19", the long chord of which bears S. 28 36' 43" E., a distance of 76.31 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732"; Thence S. 13 52' 33" E., a distance of 31.82 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732"; Thence S. 61 51' 51" E., a distance of 36.36 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732"; Thence S. 13 55' 31" E., a distance of 50.00 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732"; Thence S. 76 04' 29" W., a distance of 22.60 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732"; Thence S. 13 55' 31" E., a distance of 130.00 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732" marking the northerly boundary of said Estates No. 1 at Meadow Park Subdivision; Thence along the northerly boundary of said Estates No. 1 at Meadow Park Subdivision the following courses and distances: Thence S. 76 04' 29" W., a distance of 185.91 feet to a found 5/8 inch diameter iron pin stamped "PLS 7729" marking the beginning of a non-tangent curve right; Thence a distance of 321.40 feet along the arc of said curve right, having a radius of 565.00 feet, a central angle of 32 35' 34", the long chord of which bears S. 73 49' 43" W., a distance of 317.09 feet to a found 5/8 inch diameter iron pin stamped "PLS 9366"; Thence N. 89 52' 31" W., a distance of 172.02 feet to a found 5/8 inch diameter iron pin stamped "PLS 9366"; Thence N. 00 07' 50" E., a distance of 10.00 feet to a found 5/8 inch diameter iron pin stamped "PLS 9366" marking the beginning of a tangent curve right; Thence a distance of 31.41 feet along the arc of said curve right, having a radius of 20.00 feet, a central angle of 89 58' 10", the long chord of which bears N. 45 07' 29" E., a distance of 28.28 feet to a found 5/8 inch diameter iron pin stamped "PLS 9366"; Thence non tangent to said curve, N. 00 07' 29" E., a distance of 70.00 feet to a found illegible 5/8 inch diameter iron pin; Thence continuing along said northerly boundary, N. 89 52' 31" W., a distance of 593.68 feet to the POINT OF BEGINNING.

This parcel contains 21.46 acres more or less.

The Public Streets as shown on this Plat are Dedicated to the Public. The Public Utility and Drainage Easements are not Dedicated to the Public, but the right of Access to and use of Public Utility and Drainage Easements required to Service all Lots and Parcels within this Plat are Perpetually Reserved.

All Lots in this Subdivision will be Eligible to receive Water Service from the City of Middleton, and the City of Middleton has agreed in writing to serve all Lots within this Subdivision.

The Owner has provided Irrigation Water to each lot through a Pressure Irrigation System to be owned and maintained by the Estates at West Highlands Subdivision Homeowner's Association in compliance with Idaho Code Section 31-3805(1)(b). All lots will be subject to assessments from the Black Canyon Irrigation District.

In witness whereof, we have here unto set our hands this _____ Day of _____, 20____.

Donald G. Newell, Manager
Estates 81, LLC.

Date

ACKNOWLEDGMENT
STATE OF IDAHO
COUNTY OF CANYON

} SS

On this ____ day of _____, in the year 20____, before me, Donald G. Newell, personally appeared, known or identified to me to be the Manager of Estates 81, LLC., the LLC that Executed the instrument or the person who Executed the instrument on behalf of said Corporation and acknowledged to me that said Corporation Executed the same.

In witness whereof, I have hereunto set my hand and notarial seal the day last above written.

Notary Public for _____
Residing at _____
Commission expires _____

CERTIFICATE OF SURVEYOR

I, Richard A. Gray do hereby certify that I am a Professional Land Surveyor Licensed by the State of Idaho, and that this Plat as described in the Certificate of Owners and the attached Plat, was drawn from an actual survey made on the ground, made by me or under my direct supervision and accurately represents the points platted hereon; and is in conformity with State of Idaho Codes relating to Plats, Surveys and the Corner Perpetuation and Filing Act, Idaho Codes 55-1601 through 55-1612.

RICHARD A. GRAY



P.L.S. LICENSE NO. 7732

COMPASS LAND SURVEYING, PLLC
623 11th Avenue South Nampa, ID 83651
Office: (208) 442-0115

JN 3021 02/17/2022
SHEET 6 OF 7

PLAT OF
ESTATES AT WEST HIGHLANDS SUBDIVISION NO. 1

BK _____ PG _____

LOCATED IN PORTIONS OF GOVERNMENT LOT 3 OF SECTION 31,
T. 5 N., R. 2 W., B.M., CITY OF MIDDLETON, CANYON COUNTY, IDAHO
2022

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 _____, in the year of 20____, this plat was duly accepted and approved.

City Clerk, Middleton, Idaho

Date

APPROVAL OF CITY ENGINEER

I, the Undersigned, City Engineer in and for the City of Middleton, Canyon County, Idaho do hereby approve this plat.

City Engineer

Date

CERTIFICATE OF COUNTY SURVEYOR

I, the undersigned, Professional Land Surveyor, in and for Canyon County, Idaho, do hereby Certify that I have checked this Plat, and that it complies with the State of Idaho Code relating to Plats and Surveys.

Canyon County Surveyor

Date

APPROVAL OF SOUTHWEST DISTRICT HEALTH DEPARTMENT

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. Water and sewer line have been completed and services certified as available. Sanitary restrictions may be reimposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval.

District Health Department, EHS

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. 50-1306, do hereby certify that any and all current and/or delinquent County Property Taxes for the property included in this proposed subdivision have been paid in full.
This certificate is valid for the next thirty (30) days only.

County Treasurer

Date

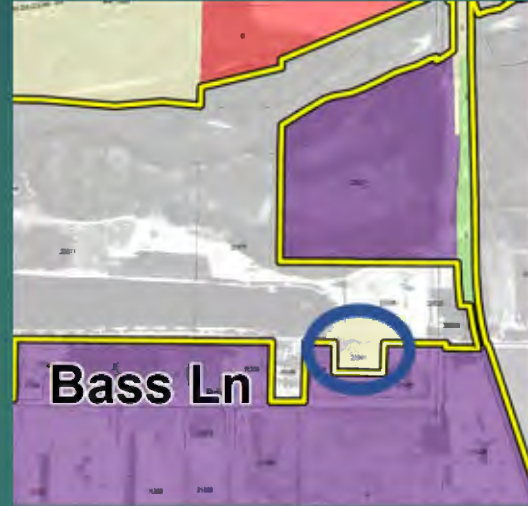


COMPASS LAND SURVEYING, PLLC
623 11th Avenue South Nampa, ID 83651
Office: (208) 442-0115
JN 3021 02/17/2022

SHEET 7 OF 7

EXHIBIT “E”

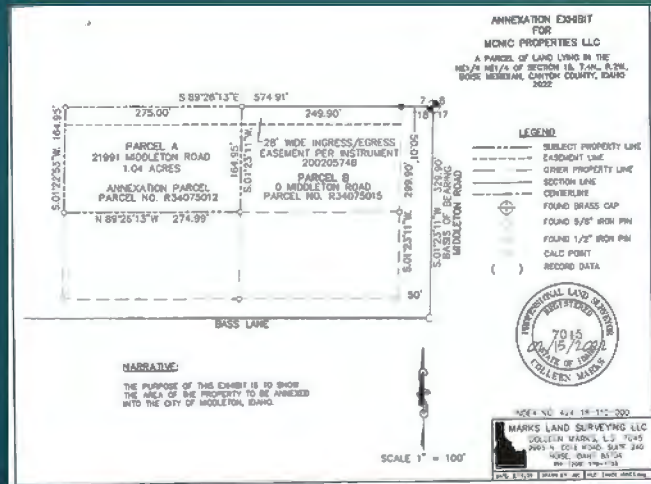
Zamco Annexation & Rezone



APPLICATIONS:

ANNEXATION & REZONE OF 1.04 ACRES LOCATED AT 21991 MIDDLETON RD.

(LEGAL & RECORD OF SURVEY ATTACHED AS EXHIBIT A)



Zoning

A-R	R-1
C-1	R-2
C-2	R-3
C-3	R-4
M-1	R-4T
M-2	M-F
M-U	

Revision Date: 2022-04-05

CURRENT ZONING & PROPERTY CONDITIONS:

CANYON COUNTY M-1

PROPERTIES TO SOUTH, EAST AND WEST – CITY AND M-1.



Applications received March 10, 2022

Applicant:

MCNIC Properties, LLC
6820 W McMillian Street
Boise, ID 83709

Representative:

Marks Land Surveying, LLC
2995 N. Cole Road, Ste. 240
Boise, ID 83704

Annexation

The Applicant owns and operates the Zamco Commercial Building on Parcel A and wants to expand its current operations to Parcel B. Parcel B is in the City unlike Parcel A. Until both parcels are in the City, a building permit cannot be obtained.

The City will not create landlocked parcels. Current access to Parcel A is off Middleton Road. That access onto Middleton Road will most likely be removed as Middleton Road is built out and intersection controls at Bass Lane are installed. To plan for this the City will require the Applicant to create a 30 ft cross-access and utility easement along the western boundary of the parcel to the south of Parcel B in favor of Parcel A. This access will connect to Bass Lane.

According to Canyon County Assessor's the Applicant also owns the parcel south of parcel B so this should not be a problem.



City Services:

City Water and Sewer are available, east in Middleton Road and south in Bass Lane.

Sewer

Water



Idaho State Code 50-222 Annexation Requirements

- (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.*
- (3) THE ANNEXATION IS ORDERLY AND ECONOMICAL BECAUSE IT IS LOCATED IN AN AREA PREVIOUSLY IDENTIFIED BY THE CITY AS AN INDUSTRIAL ZONE, AND ADDITIONAL INDUSTRY IN THE CITY PROVIDE ECONOMIC BENEFITS TO THE COMMUNITY.*

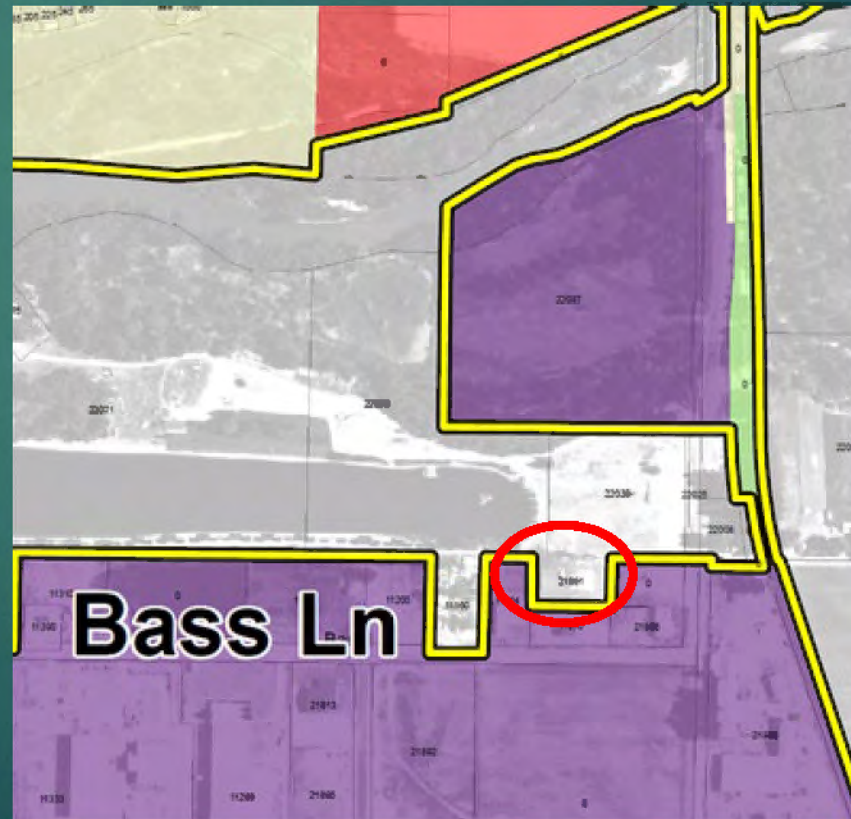
Rezone:

From Canyon County M-1 to City M-1. The use would not change, merely the governing jurisdiction.

County Zoning Map



City Zoning Map



Idaho State Code 67-6511 Rezone Requirements

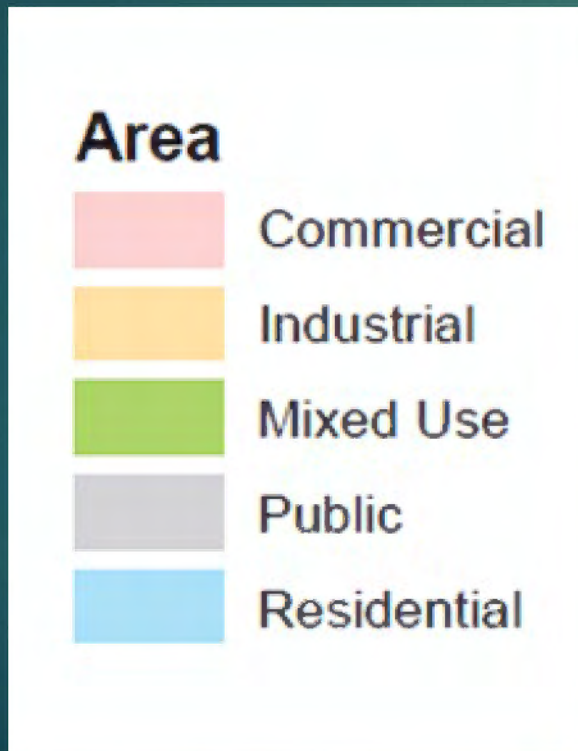
- (1) THE REZONE WILL NOT ADVERSELY AFFECT THE CITY'S DELIVERY OF SERVICES,
AND
- (2) THE REQUEST IS IN HARMONY WITH THE COMPREHENSIVE PLAN.

PLANNING STAFF FINDS THAT STATE REQUIREMENTS ARE MET IN THAT:

- (1) CITY SERVICES ARE NEARBY AND AVAILABLE, AND THE REZONE WILL NOT
ADVERSELY AFFECT THE CITY'S DELIVERY OF SUCH, AND*
- (2) THE REZONE REQUEST IS IN HARMONY WITH THE COMPREHENSIVE PLAN AS WILL
BE SHOWN BELOW.*

Comprehensive Plan & Land Use Map

Project complies because the project matches the Industrial use designated on the Land Use Map.



2019 Comprehensive Plan Goals, Objectives & Strategies:

Goal 7: Promote a strong and diverse local economy in the City by:

1. Inviting commercial and industrial development that provides employment opportunities, higher-paying jobs, and allows residents to remain in the City for employment.
2. Design water and sewer systems to locations along South Middleton Road, best suited for business and industry development.



Comments:

Planning Staff: Exhibit B

Surrounding Landowners: None

Agencies: Exhibit C

GMPRD Letter received 4/22/2022

(Exhibits are attached to the Full Staff Report)

Notices:

Neighborhood Meeting 2/25/2022

Newspaper Notification 6/19/2022

Radius notification mailed to
Adjacent landowners within 500' 6/16/2022

Circulation to Agencies 6/16/2022

Sign Posting property 6/16/2022

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

Applicable Codes and Standards:

Idaho Code Secs., 67-6503, 67-6509, 67-6511, 67-6513 and 50-222.

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

Middleton City Code 1-14, 1-15, and 5-1.

P&Z Recommendation:

The Middleton Planning and Zoning Commission conducted a public hearing for the applications for Annexation and Rezone on May 9, 2022. The Commission recommended approval of the applications with the Conditions of Approval as stated in the Staff Report.

(Enter Planning & Zoning FCR into record as Exhibit “D”)



The City Council needs to make a decision of approval or denial of the applications for Annexation and Rezone.

According to Idaho 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 the Council agrees with the testimony, evidence and ***Findings of Facts*** presented at the public hearing, then the 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 the Council may pass a motion to accept the **Conclusions of Law** presented in the staff report and public hearing.

Conditions of Approval:

If the 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. City water and sewer services shall be extended to serve the site.
2. The Developer/City shall complete the annexation process with the State Tax Commission, prior to the City issuing Certificate of Occupancy of Zamco Building.
3. Prior to the City issuing Certificate of Occupancy of Zamco Building a 30 ft cross access/utility easement shall be recorded by instrument number along the south parcels west boundary north from Bass Lane in favor of Parcel A.
4. Prior to the City issuing Certificate of Occupancy of Zamco Building, the Applicant will apply for and complete an Administrative Lot Line Adjustment.

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

Planning Deputy Clerk, Jennica Reynolds
Dated: 7/5/2022



EXHIBIT “D”

Middleton Planning & Zoning Commission

Findings of Facts, Conclusions of Law, and Recommendation



In the Matter of the Request of MCNIC Properties LLC and Representative Marks Land Surveying, LLC for annexation/rezone with respect to 1.046 acres located at 21991 Middleton Road (Tax Parcel No., R340750120). The current zoning is Canyon County M-1 and the proposed zoning is City M-1.

A. Findings of Fact:

1. Hearing Facts: See Staff Report for the hearing date of May 9, 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 May 9, 2022, Exhibit "1".
3. Application and Property Facts: See Staff Report for the hearing date of May 9, 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; Idaho Standards for Public Works Construction and Middleton Supplement thereto; and Middleton City Code 1-14, 1-15, 5-1: See Staff Report for the hearing date of May 9, 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 and Idaho State Code Secs., 67-6503, 67-6509, 67-6511, 67-6513, 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 recommendation is subject to the Conditions of Approval set forth in the attached Staff Report for the hearing date of May 9, 2022, Exhibit "1".

C. Recommendation:

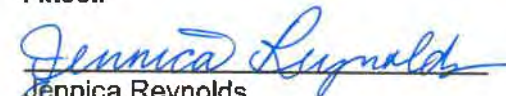
Pursuant to the Planning & Zoning Commission's authority as provided in Middleton City Code 1-5-5, and based upon the above Findings of Facts and Conclusions of Law, it is hereby recommended that:

City Council approve the request of MCNIC Properties LLC and Representative Marks Land Surveying, LLC for annexation/rezone from Canyon County M-1 to City M-1 with respect to 1.046 acres located at 21991 Middleton Road (Tax Parcel No., R340750120) subject to the conditions of approval noted in the Staff Report for the public hearing of May 9, 2022 attached as Exhibit "1"

WRITTEN RECOMMENDATION APPROVED ON: June 13, 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.

Additionally, please take notice that Applicant has a right to request a regulatory taking analysis pursuant to Idaho State Statute section 67-8003.

Exhibit “1”

Zamco

Annexation/Rezone

Staff Report

P&Z Hearing

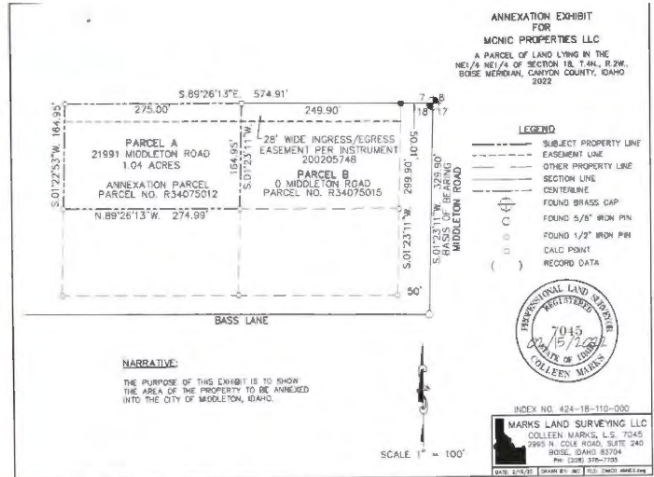
5-9-2022



STAFF REVIEW AND REPORT

Middleton Planning and Zoning Commission

Zamco Annexation and Rezone



- A. Planning & Zoning Commission Hearing Date:** May 9, 2022
- B. Applications:** Annexation/Rezone of approximately 1.04 acres located at 21991 Middleton Road (Tax Parcel No., R340750120) adjacent to City limits. (Legal and Record of Survey attached as Exhibit "A")
- C. Applicant:** MCNIC Properties, LLC
6820 W McMillian Street
Boise, ID 83709

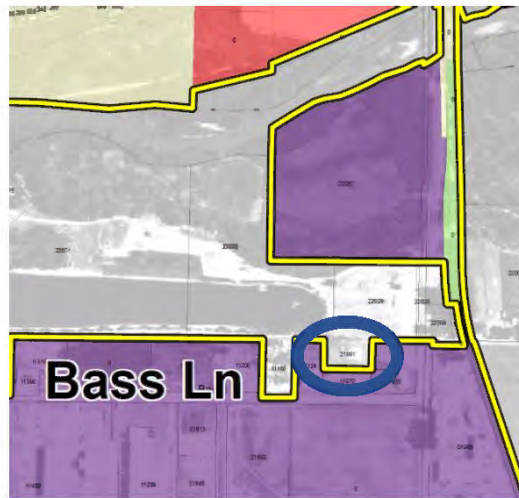
Representative: Marks Land Surveying, LLC
2995 N. Cole Road, Ste. 240
Boise, ID 83704
- D. Current Zoning & Property Condition:** The property is currently located in Canyon County and zoned M-1. Properties directly to the south, east and west are in the City and zoned M-1.

City received the applications on March 10, 2022.

Zoning

	A-R		R-1
	C-1		R-2
	C-2		R-3
	C-3		R-4
	M-1		R-4T
	M-2		M-F
	M-U		

Revision Date: 2022-04-05



- E. Annexation:** The Applicant currently owns the parcel directly to the east which is in City limits. It was thought that the parcel under consideration was also in City limits, but upon further review it was discovered that the parcel in question has never been annexed into the City. The applicant runs and operates the Zamco commercial building and wants to expand its current operations. However, until both parcels are in the City, the applicant is at a standstill and cannot move forward with obtaining a building permit.

Looking long term into the future, and to prevent landlocked parcels should CHD4 remove access from Middleton Road, the City will require the Applicant to create a 30 ft cross-access and utility easement along the western boundary of the parcel to the south of parcel B in favor of parcel A. This access will connect to Bass Lane. According to Canyon County Assessor's the Applicant also owns the parcel south of parcel B so this should not be a problem.



- F. City Services:** City water and sewer are available, nearby and located east in Middleton Road and south in Bass Lane.



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.

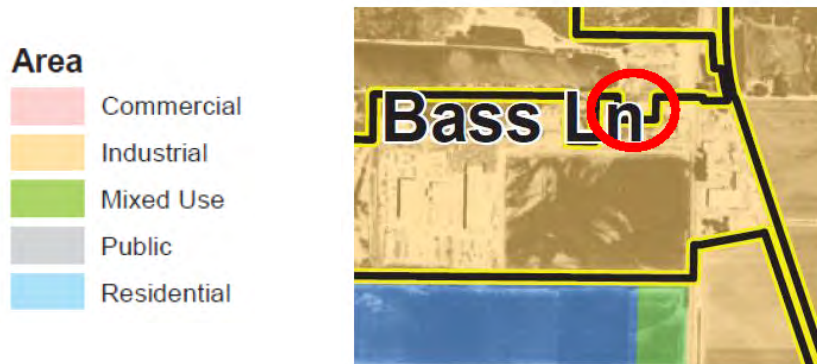
Planning staff finds the Applicant's project meets all three of the Idaho State Code requirements: (1) the property is contiguous to City limits. (2) City sewer and water can be extended to serve the site. (3) The annexation is orderly and economical because it is located in an area previously identified by the City as an industrial zone, and additional industry in the City provide economic benefits to the community.

- G. Rezone:** Applicant is requesting a rezone of the parcel to be changed from Canyon County M-1 to City M-1. The use would not change, merely the governing jurisdiction.

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

Planning staff finds that (1) City services are nearby and available and the rezone will not adversely affect the City's delivery of such, and (2) the rezone request is in harmony with the Comprehensive Plan as will be shown below.

- H. Comprehensive Plan & Land Use Map:** Applicant's project complies with the Comprehensive Plan's Future Land Use Map because the project is designated Industrial on the Land Use Map, which matches the Industrial Use 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 7: Promote a strong and diverse local economy in the City by:*
 - 1. Inviting commercial and industrial development that provides employment opportunities, higher-paying jobs, and allows residents to remain in the City for employment.
 - 2. Design water and sewer systems to locations along South Middleton Road, best suited for business and industry development.

I. Comments from Planning Staff: Planning Staff comments attached as (Exhibit "B").

J. Comments Received from Surrounding Landowners: None

K. Comments from Agencies: (Exhibit "C").
GMPRD Letter received 4/22/2022

L. Notices:	Dates:
Neighborhood Meeting	2/25/2022
Newspaper Notification	4/24/2022
Radius notification mailed to Adjacent landowners within 500'	4/22/2022
Circulation to Agencies	4/22/2022
Sign Posting property	4/22/2022

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

M. Applicable Codes and Standards:
Idaho Code Secs., 67-6503, 67-6509, 67-6511, 67-6513 and 50-222.
Idaho Standards for Public Works Construction, the Middleton Supplement to the Idaho Standards for Public Works Construction.
Middleton City Code 1-14, 1-15, and 5-1.

N. Conclusions and Recommended Conditions of Approval:

The Planning & Zoning Commission is to consider the applications for Annexation and Rezone and make a recommendation of approval or denial to City Council.

According to Idaho State Law and the Middleton City Code, any recommendation 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 the Commission agrees with the testimony, evidence and Findings of Facts presented at the public hearing, then the Commission 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 Commission has the authority to hear the applications and to recommend approval or denial of 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 recommendation on the applications. If the public hearing is held and conducted according to Idaho State Statute and the Middleton City Code, then the Commission may pass a motion to accept the Conclusions of Law presented in the staff report and public hearing.

If the Commission decides to recommend approval of 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. City water and sewer services shall be extended to serve the site.
2. The Developer/City shall complete the annexation process with the State Tax Commission, prior to the City issuing Certificate of Occupancy of Zamco Building.
3. Prior to the City issuing Certificate of Occupancy of Zamco Building a 30 ft cross access/utility easement shall be recorded by instrument number along the south parcels west boundary north from Bass Lane in favor of Parcel A.
4. Prior to the City issuing Certificate of Occupancy of Zamco Building, the Applicant will apply for and complete an Administrative Lot Line Adjustment.

Lastly, if the Commission recommend denial of the applications, Middleton City Code 1-14-2E(8) requires that the Commission "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: 4/29/2022

Exhibit “A”

Zamco Legal

Description and Record
of Survey

Annexation Description

A parcel of land being a portion of the NE1/4 NE1/4 of Section 18, T.4N., R.2W., Boise Meridian, Canyon County, Idaho, said parcel being more particularly described as follows:

Commencing at a found Brass Cap lying along the centerline of Middleton Road, and marking the NE Corner of said Section 18, T.4N., R.2W., Boise Meridian, Canyon County, Idaho, said Brass Cap bears S.89°26'13"E. 2698.92 feet from a found 5/8" iron pin marking the N1/4 Corner of said Section 18, said Brass Cap also bears N.01°23'11"E. 329.90 feet from a found 5/8" iron pin, thence along the northerly boundary of the said NE1/4 NE1/4 of Section 18, N.89°26'13"W. 299.91 feet to a point, said point also marking THE REAL POINT OF BEGINNING;

thence leaving the said northerly boundary of the NE1/4 NE1/4 of Section 18, S.01°23'11"W. 164.95 feet to a found 1/2" iron pin;

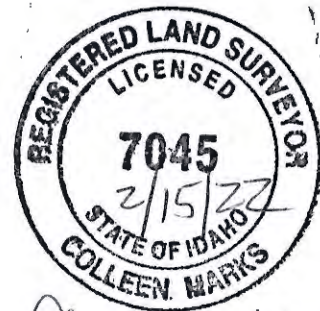
thence N.89°26'13"W. 274.99 feet to a found 1/2" iron pin;

thence N.01°22'53"E. 164.95 feet to a found 1/2" iron pin lying along the said northerly boundary of the NE1/4 NE1/4 of Section 18;

thence along the said northerly boundary of the NE1/4 NE1/4 of Section 18, S.89°26'13"E. 275.01 feet to the point of beginning, containing 1.04 acres, more or less.

SUBJECT TO AND/OR TOGETHER WITH:

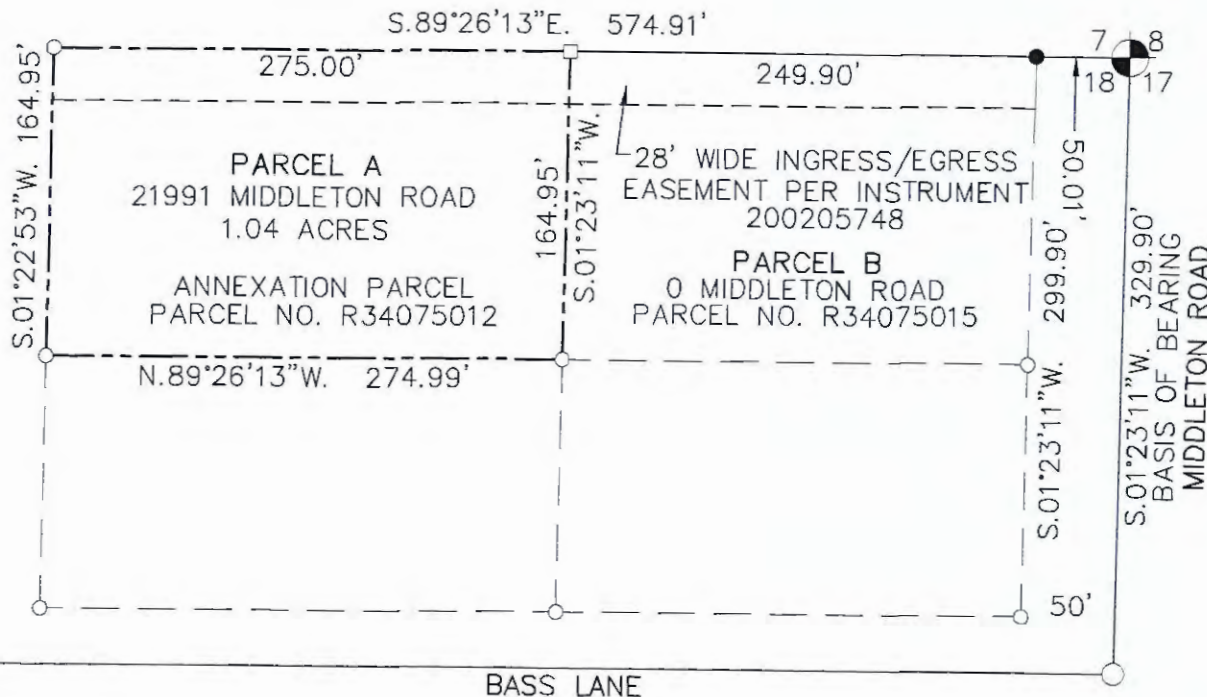
Any easements or rights of way of record or in use.



Colleen Marks

ANNEXATION EXHIBIT
FOR
MCNIC PROPERTIES LLC

A PARCEL OF LAND LYING IN THE
NE1/4 NE1/4 OF SECTION 18, T.4N., R.2W.,
BOISE MERIDIAN, CANYON COUNTY, IDAHO
2022



LEGEND

- SUBJECT PROPERTY LINE
- - - EASEMENT LINE
- OTHER PROPERTY LINE
- SECTION LINE
- - - CENTERLINE
- ⊕ FOUND BRASS CAP
- FOUND 5/8" IRON PIN
- FOUND 1/2" IRON PIN
- CALC POINT
- () RECORD DATA



NARRATIVE:

THE PURPOSE OF THIS EXHIBIT IS TO SHOW
THE AREA OF THE PROPERTY TO BE ANNEXED
INTO THE CITY OF MIDDLETON, IDAHO.

SCALE 1" = 100'

INDEX NO. 424-18-110-000

MARKS LAND SURVEYING LLC
COLLEEN MARKS, L.S. 7045
2995 N. COLE ROAD, SUITE 240
BOISE, IDAHO 83704
PH: (208) 378-7703

DATE: 2/15/22 DRAWN BY: JMC FILE: ZAMCO ANNEX.dwg

Exhibit “B”

Planning Staff

Comments

From: [Jennica Reynolds](#)
To: [Colleen Marks](#)
Cc: [Roberta Stewart](#); [Amy Woodruff](#)
Subject: Zamco Annexation
Date: Thursday, April 28, 2022 3:20:00 PM
Attachments: [image001.png](#)
[image002.png](#)

Colleen,

We have been reviewing the annexation application and have some comments from the City Engineer and conditions of approval to add.

1. The property line adjustment ROS – please revisit the east line of Parcel A. It looks like a dimension is incorrect.
2. Due to the increased traffic on Middleton Road (we are looking long term into the future) CHD4 will likely limit access to a RIRO only or remove access altogether. In order to not create landlocked parcels please create and record with an instrument number a 30 ft wide cross access and utility easement in favor of parcel A that runs south along the western boundary of the parcel south of parcel B to Bass Lane. This does not need to be completed prior to going to P&Z or City Council, but will need to be tied up prior to me finalizing the application with the State Tax Commission. (I have drawn a rudimentary sketch below)
3. According to the original design review of the new building It looks like the 28 ft wide easement to the north of parcel B that connects parcel A to Middleton Road has been reduced and you will be building in an easement? Please fix this.



Thanks,

Jennica Reynolds

City of Middleton
Deputy Clerk, Planning
208-585-3133

jreynolds@middletoncity.com

Exhibit “C”

Agency Comments



GMPRD Directors

Elizabeth Weaver, President
Mike Okamura, Vice President
Jon Roth, Treasurer
Deborah Sandborgh, Director
Randy Powell, Director

To Whom It May Concern:
RE: Growth in Middleton, Idaho

On behalf of Greater Middleton Parks & Recreation District Board of Directors, we wanted to reach out and let you know that GMPRD is taking a stance on the growth happening in Middleton and the surrounding areas.

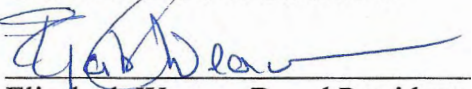
We are opposed to any further developments coming into Middleton at this time. Not only are the parks and recreation districts affected, but the school district and cemetery district as well, are all struggling to keep up with the growth. The legislature has not added parks and recreation districts, nor school or cemetery districts to the legal verbiage, allowing the impact fee funding to help incur the costs from the additional growth happening around the city.

We are seeing high numbers of registrations at our sporting events coming from out of state. We have multiple sports clubs and recreation programs needing grass space to play on. We are using an outdated building to play sports in one gym and could use at least two more gyms. We are also seeing higher vandalism this year. We have already spent over \$5,000 dollars on new camera systems at our parks and buildings to try to keep up with the increase in crime in our little town. Last year we were at 419% over budget for vandalism - spending almost \$900 dollars on repairs. This year alone we are already at 110% of our increased vandalism budget, spending over \$550 dollars on repairs thus far. However, in 2019 we only used 12.9% of our vandalism repairs budget. Spending only \$25 dollars on repairs. These numbers alone speak VOLUMES as to what is happening in our area and the negative impact our growth will continue to have, especially on our youth. Having positive sports programs, open play space, and local community classes helps keep kids out of trouble. We are outgrowing our resources at a record pace!

In order for growth to continue and to gain our support, developers will have to step up in some way to aid these growth-related issues and problems.

Thank you for listening to our concerns.

Best Regards,
GMPRD Board of Directors


Elizabeth Weaver, Board President

310 N. Hawthorne Ave. Middleton, Idaho 83644
Ph.# 208-585-3461 FAX: 208-585-6198
gmprdjulie@gmail.com www.gmprd.org

EXHIBIT “F”

ORDINANCE NO. 668
Zamco Parcel Annexation – 21991 Middleton Rd., Parcel No. R34075012

AN ORDINANCE OF THE CITY OF MIDDLETON, CANYON COUNTY, IDAHO, ANNEXING TO THE CITY OF MIDDLETON, IDAHO, CERTAIN REAL PROPERTY SITUATED IN THE UNINCORPORATED AREA OF CANYON COUNTY, IDAHO, AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF MIDDLETON, IDAHO; ESTABLISHING THE ZONING CLASSIFICATION OF SAID REAL PROPERTY TO M-1 (LIGHT INDUSTRIAL); DIRECTING THAT COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. That the Middleton City Council, upon recommendation of the Planning & Zoning Commission, and following the public notice and hearing procedures set forth in the Local Land Use Planning Act (Idaho Code, Title 67, Chapter 65) and Middleton City Code Title 1, Chapter 14, approved the Annexation and Rezone of the ZAMCO Parcel (21991 Middleton Road - Parcel No. R34075012) at a public hearing held on July 6, 2022.

Section 2. The following described property, commonly known as 21991 So. Middleton Road (Tax Parcel No. R34075012), comprising approximately 1.046 acres, more or less, is contiguous to the City of Middleton, Idaho; the annexation enables the orderly development of the City; and the applicant has requested that the property described in Exhibit “A” should be annexed into the City of Middleton as M-1 (Light Industrial):

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

Section 3. That the above-described property is hereby annexed into the corporate limits of the City of Middleton and zoned M-1 (Light Industrial):

Section 4. That the City Engineer and the Planning & Zoning Director of the City of Middleton, Idaho, are hereby instructed to so designate the same above-described property on the official zoning map and other area maps of the City of Middleton, Idaho as lying within the city limits and M-1 (Light Industrial) zone.

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

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

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

PASSED BY THE COUNCIL OF THE CITY OF MIDDLETON, IDAHO, this ____ day of _____, 2022.

APPROVED BY THE MAYOR OF THE CITY OF MIDDLETON, IDAHO, this ____ day of _____, 2022.

Attest:

Steven J. Rule
Mayor, City of Middleton

Becky Crofts
City Clerk

EXHIBIT A

Legal Description of Annexed Property

Annexation Description

A parcel of land being a portion of the NE1/4 NE1/4 of Section 18, T.4N., R.2W., Boise Meridian, Canyon County, Idaho, said parcel being more particularly described as follows:

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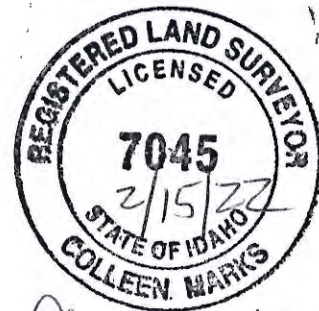
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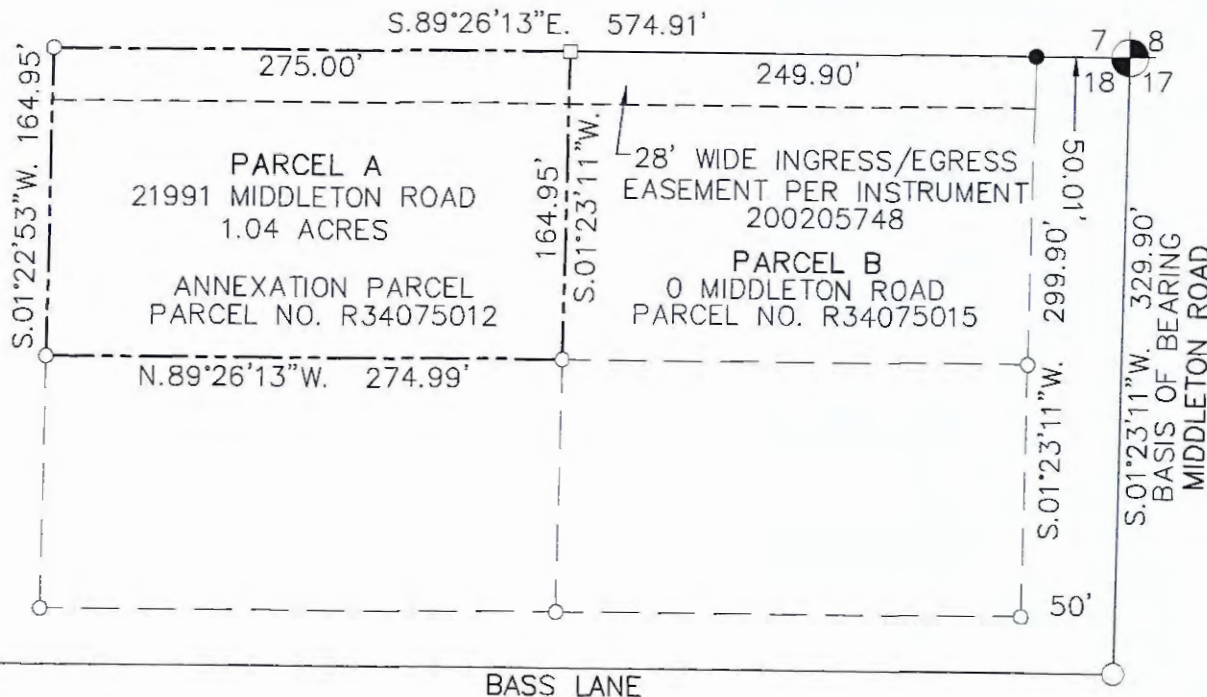
Any easements or rights of way of record or in use.



Colleen Marks

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FOR
MCNIC PROPERTIES LLC

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2022



LEGEND

- SUBJECT PROPERTY LINE
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INDEX NO. 424-18-110-000

MARKS LAND SURVEYING LLC
COLLEEN MARKS, L.S. 7045
2995 N. COLE ROAD, SUITE 240
BOISE, IDAHO 83704
PH: (208) 378-7703

DATE: 2/15/22 DRAWN BY: JMC FILE: ZAMCO ANNEX.dwg

EXHIBIT “G”



Hamilton, Michaelson & Hilty, LLP

Attorneys at Law

CARL D. HAMILTON*
TERRY MICHAELSON*
*Retired

MARK HILTY
AARON L. SEABLE
DOUGLAS L. WATERMAN
TAYLER YETT

TO: City of Middleton
1103 West Main Street,
Middleton, ID 83644

TO: Middleton Urban Renewal Agency
1103 West Main Street,
Middleton, ID 83644

RE: Conflict Waiver

To whom it may concern,

This firm, Hamilton, Michaelson & Hilty, LLP, represent the City of Middleton as the appointed City Attorney therefore. Additionally, this firm has provided services on a contract basis to the Middleton Urban Renewal Agency, providing the Agency with an eligibility study related to two new proposed urban renewal areas in Middleton and the surrounding county.

No conflict of interest exists between the Agency and City, however, our office desires to obtain a written conflict waiver from the City now that the eligibility studies are coming before the city council. By authorizing the mayor to sign this waiver, you authorize our office to assist in the presentation of the eligibility studies prepared on behalf of the Middleton Urban Renewal Agency to the Middleton City Council, and waive any potential conflict presented thereby.

With Best Regards,



DOUGLAS WATERMAN

ACKNOWLEDGEMENT AND CONSENT

Despite any potential or actual conflict of interest which may exist now or in the future, we hereby consent to Hamilton, Michaelson & Hilty, LLP's, simultaneous representation of both The City of Middleton, as the City Attorney, and the Middleton Urban Renewal Agency, as a consultant related to the eligibility studies for the proposed new Middleton urban renewal areas.

MURA

Chair

Date: _____

CITY OF MIDDLETON

Mayor

Date: _____

EXHIBIT “H”



City Council Presentation

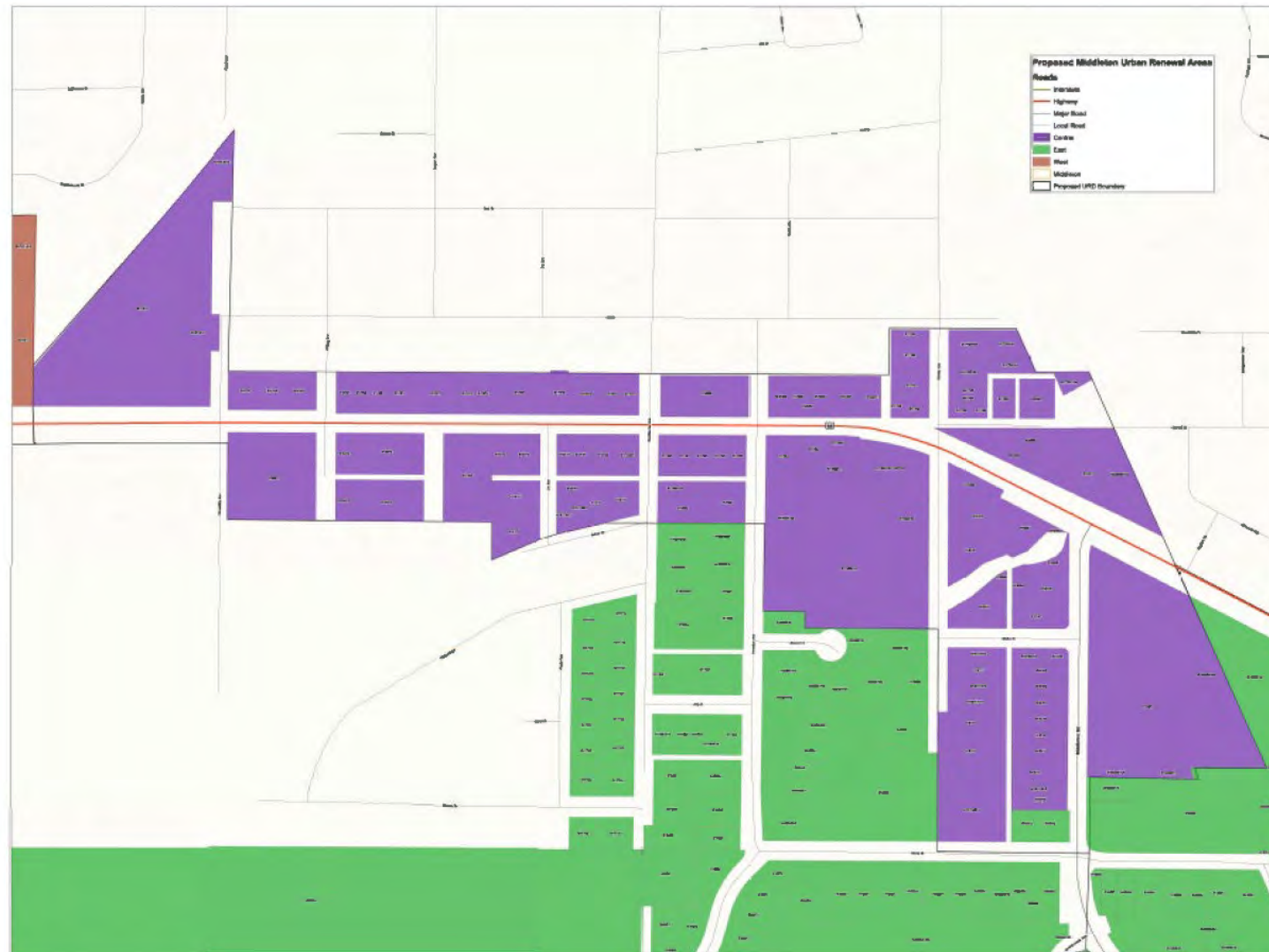
The Middleton Urban Renewal Area East and West Plans

Wednesday, July 6, 2022

The Middleton
Urban Renewal
Agency is planning
two new urban
renewal districts to
be established by
December 31,
2022.

- Middleton Urban Renewal Area – East
- Middleton Urban Renewal Area – West
- Within City's Area of City Impact
 - Anticipated County parcels would be annexed prior to development
- Geographic Area under review since 2020; subject to refinement
- Both Areas contain unincorporated County parcels.

The Middleton Urban Renewal Agency currently has one existing URD – Downtown/Central District



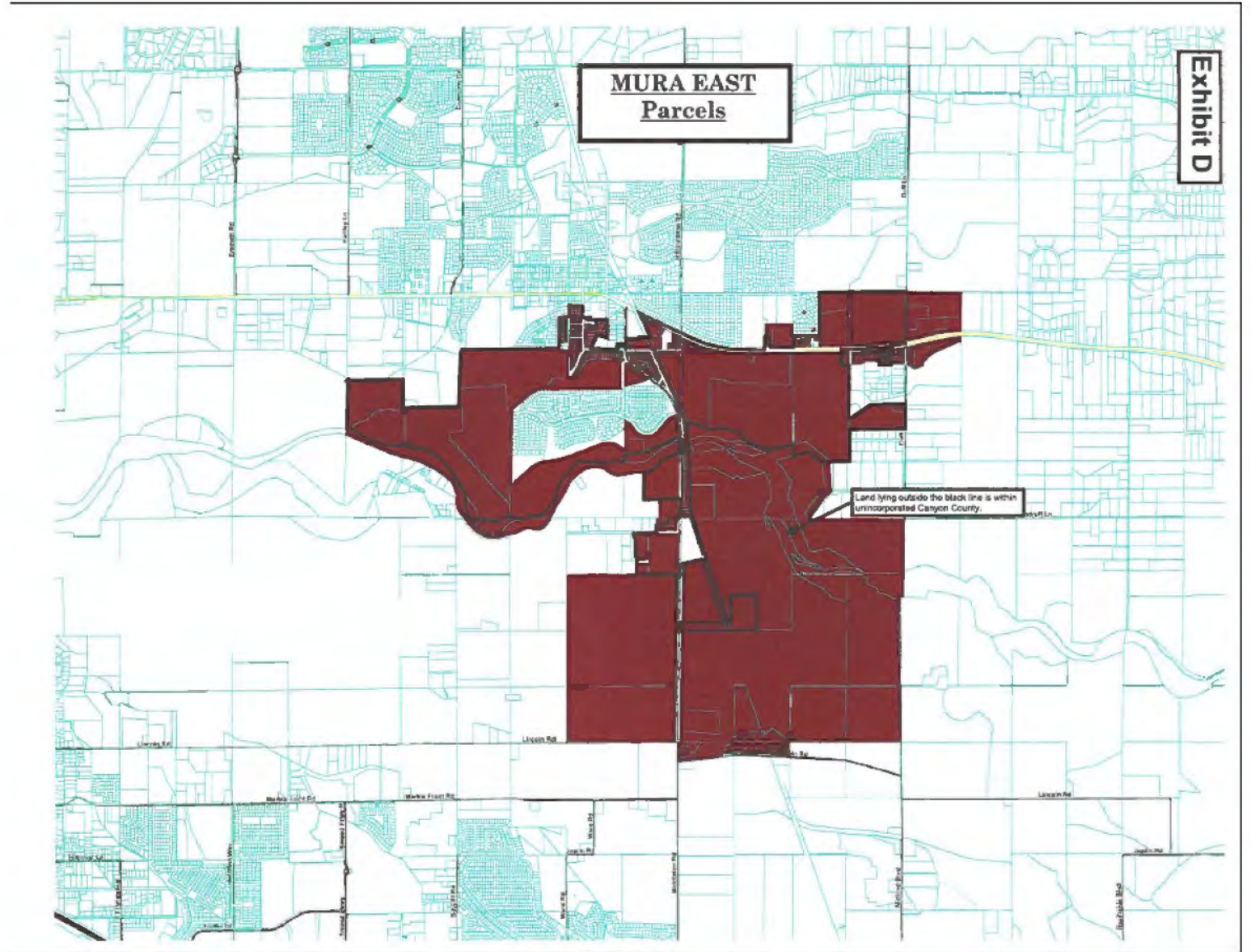
Central/Downtown URD area

- Established in 2008 by Ordinance No. 442; approximately 62 acres
- 24 year Plan; terminates December 31, 2032, except contemplates receipt of revenue allocation proceeds received in calendar year 2033
- FY2022 Budget - \$125k annual revenue allocation proceeds
- Assisted with reimbursement of eligible public infrastructure improvements related to the Ridley's Family Market Project
- Assisted with reimbursement of eligible public infrastructure improvements related to the Middleton Village partners renovation project
- Funded improvements to Picadilly Park

Study Area for the East District Project Area

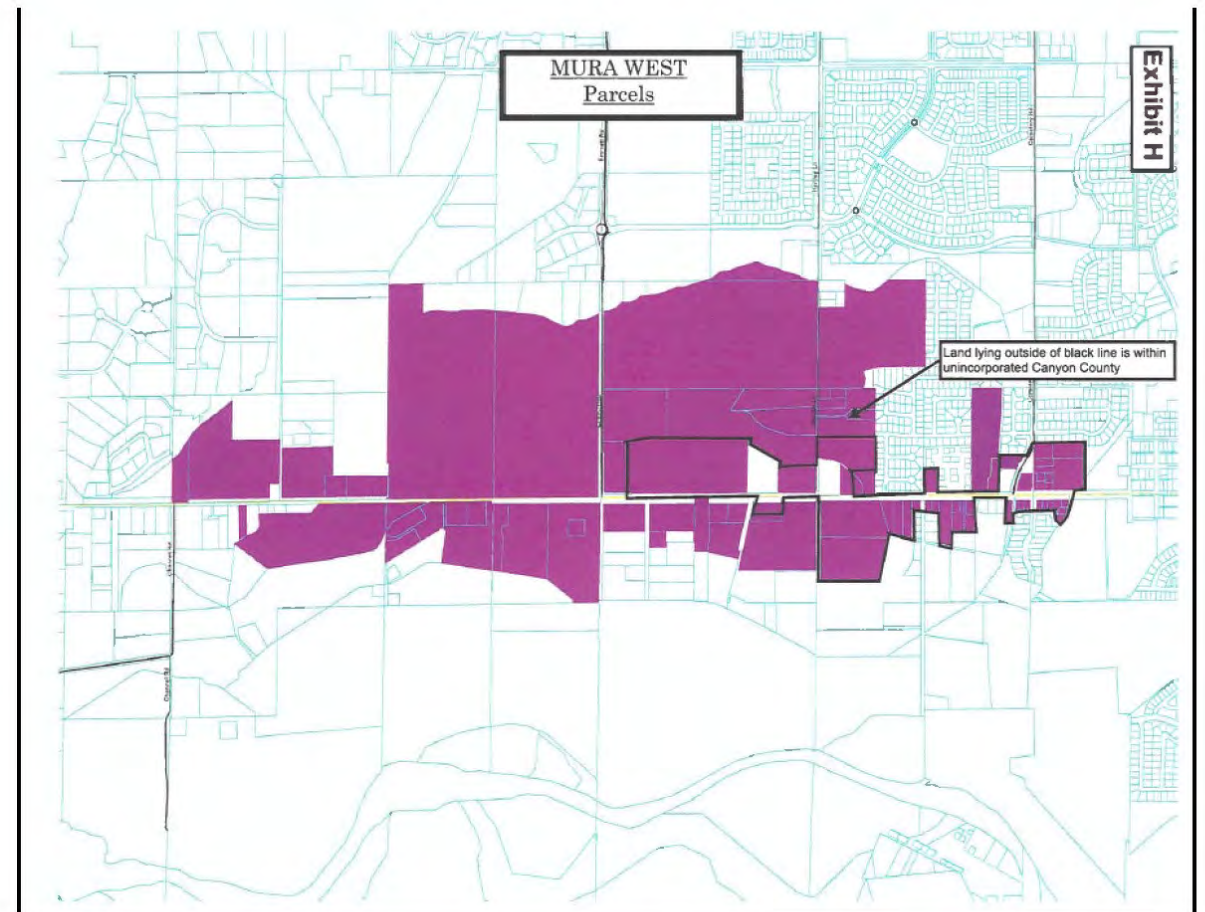
1834 acres -

Including both City and
unincorporated County parcels.



Study Area for the West District Project Area

580 acres -
Including both City and unincorporated
County parcels.



Outline of Process

Eligibility

Identification of Geographic Area to Review for Eligibility

Review of Area and Analysis of Eligibility Factors Set forth in an Eligibility Report

- Chapters 20 and 29, Title 50 Idaho Code
- Deteriorating/Deteriorated Area

Agency Consideration of the Eligibility Report

- Agency Board accepted the report and authorized transmission to the City Council/BOCC – Resolution adopted March 21, 2022

Agency Resolutions and Eligibility Report submitted to BOCC

- Idaho Code 50-2018(18)

BOCC Consideration of the Eligibility Report

- BOCC Resolution – accept findings in the Eligibility Report

City Council Consideration of the Eligibility Report

- City Council Resolution – adopting findings in the Eligibility Report and authorizing Agency to proceed with drafting the Urban Renewal Plan

Plan

Draft Plan, Including the Economic Feasibility Study

Agency Consideration of the Plan and Submission to the City

- Agency Resolution adopting the Plan

City transmission of the Plan, Public Hearing Notice, Map and Legal to the Overlapping Taxing Districts

- At least 30 days prior to the date set for the public hearing

City P&Z Consideration of the Plan's Conformity with the City's Comprehensive Plan

- P&Z Resolution making findings of conformity

Publication of the Notice of Hearing

BOCC Consideration of an Intergovernmental Agreement Addressing the Allocation of Revenue Allocation Proceeds and adoption of the Transfer of Powers Ordinance

- Idaho Code 50-2906(1), (3)(b)

City Council Public Hearing, Intergovernmental Agreement, Ordinance Readings

- City Council Resolution – Intergovernmental Agreement
- City Council Ordinance - Plan

Post Ordinance Transmittals – County, STC, Taxing Districts

Next Steps:

- Adoption of the Findings of the Eligibility Report by the City Council and direction to Agency Board to Commence Drafting Urban Renewal Plans
- Development of the two Urban Renewal Plans for Areas East and West.

Urban Renewal Plan Elements

- (1) A statement describing the total assessed valuation of the base assessment roll of the revenue allocation area and the total assessed valuation of all taxable property within the municipality;
 - Note: combined adjusted base values of existing RAAs, plus proposed RAA cannot exceed 10% of the total taxable value of the City
 - Using 2021 certified values – base value of both the East and West areas is 9.68% of the total taxable value of the City.
- (2) A statement listing the kind, number, and location of all proposed public works or improvements within the revenue allocation area;
- (3) An economic feasibility study;
- (4) A detailed list of estimated project costs;
- (5) A fiscal impact statement showing the impact of the revenue allocation area, both until and after the bonds are repaid, upon all taxing districts levying taxes upon property on the revenue allocation area;
- (6) A description of the methods of financing all estimated project costs and the time when related costs or monetary obligations are to be incurred;
- (7) A termination date for the plan and the revenue allocation area as provided for in section 50-2903(20), Idaho Code. In determining the termination date, the plan shall recognize that the agency shall receive allocation of revenues in the calendar year following the last year of the revenue allocation provision described in the urban renewal plan;
- (8) A description of the disposition or retention of any assets of the agency upon the termination date. Provided however, nothing herein shall prevent the agency from retaining assets or revenues generated from such assets as long as the agency shall have resources other than revenue allocation funds to operate and manage such assets;

Ag Operation Consent

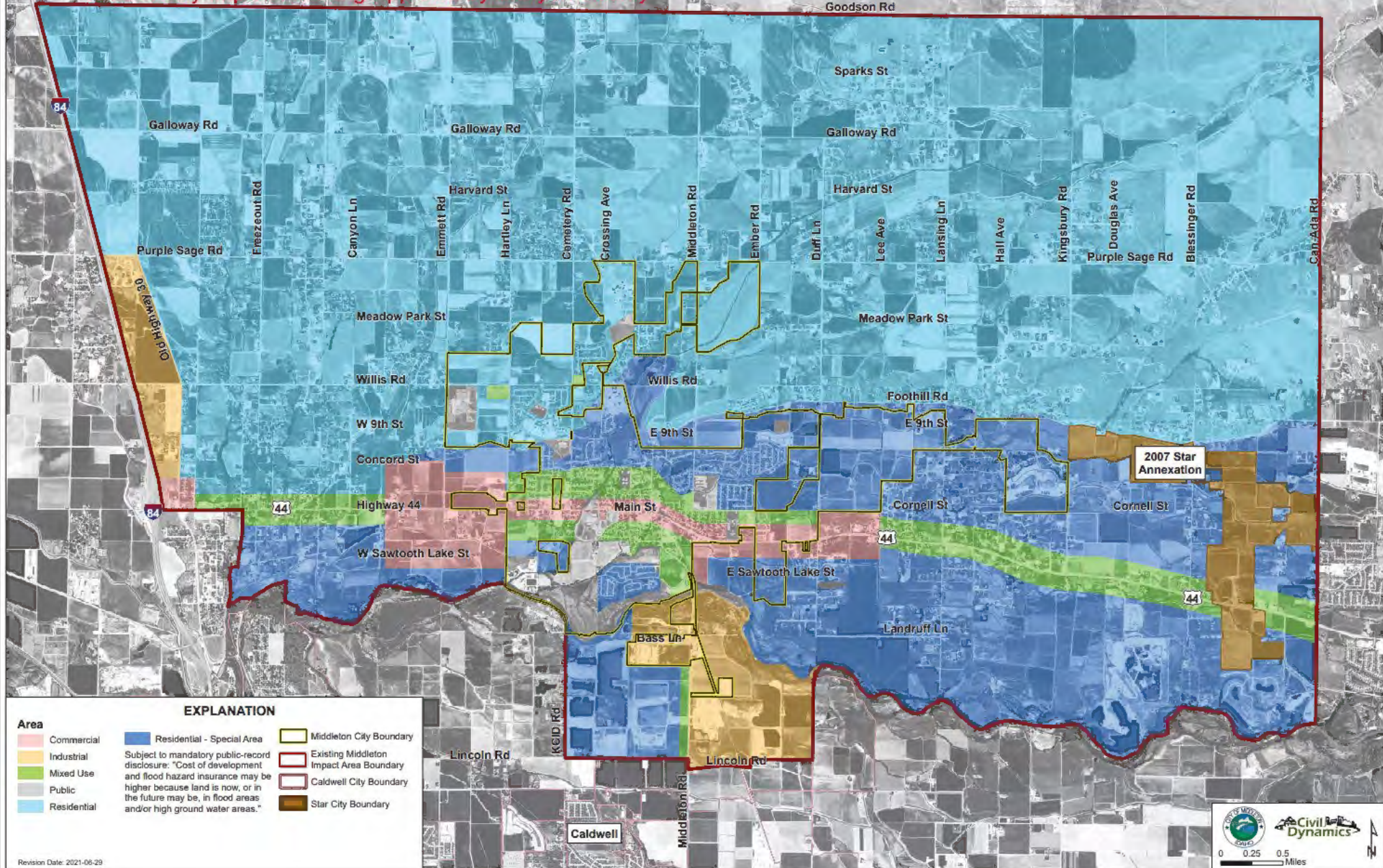
- If a parcel is used for an ag operation within the last three (3) years, property owner consent is necessary to be included in the RAA
- These are currently being obtained by the City.

Preliminary Timeline

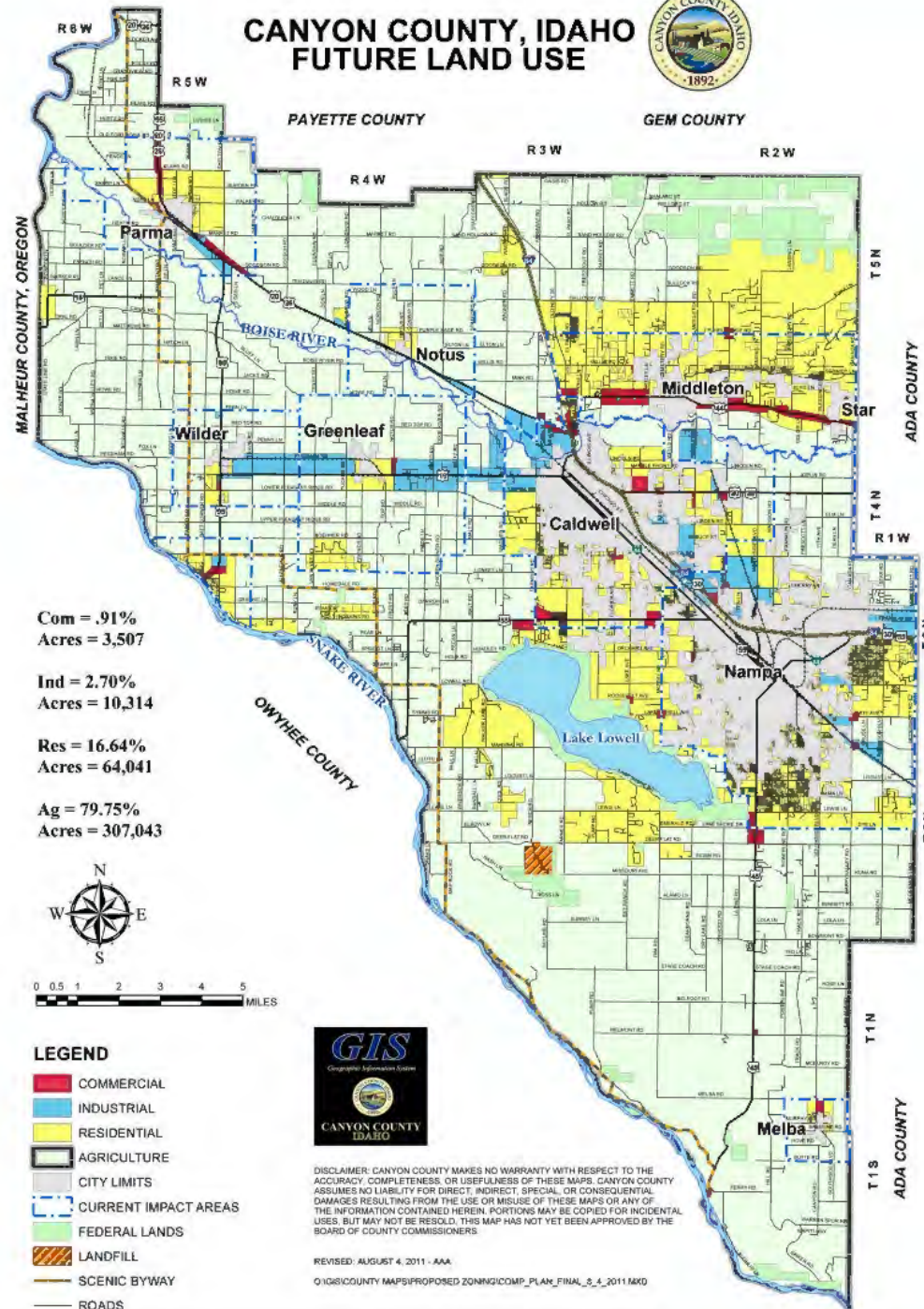
- March 21, 2022 – Agency Considered the Eligibility Studies
- June 2022 – County Commissioners Consider the Eligibility Studies
- June 2022 – City Council Consider the Eligibility Studies and Direction to Agency to Prepare Plans
- July-August, 2022 – Agency Consideration of the East and West District Plans
- August-September, 2022 – City P&Z Meeting Finding Conformity with Comprehensive Plan
- August-September, 2022 – Follow up workshop with BOCC to discuss proposed East and West District Plans
- September-October, 2022 – 1st Publication of the CC Public Hearing; Transmittal to Taxing Districts
- October, 2022 – 2nd Publication of the CC Public Hearing
- September-October, 2022– BOCC Adoption of the Transfer of Powers Ordinance and Approval of the Intergovernmental Agreement
- October-November, 2022– City Council Public Hearing; Consolidated Ordinance Readings; Approval of the Intergovernmental Agreement
- November-December 31, 2022 - Post-ordinance publication, recordation and transmittals

City of Middleton Future Land Use Map

*Area of City Impact Awaiting Approval by Canyon County



CANYON COUNTY, IDAHO FUTURE LAND USE

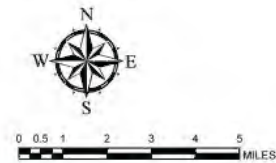


Com = .91%
Acres = 3,507

Ind = 2.70%
Acres = 10,314

Res = 16.64%
Acres = 64,041

Ag = 79.75%
Acres = 307,043



LEGEND

- COMMERCIAL
- INDUSTRIAL
- RESIDENTIAL
- AGRICULTURE
- CITY LIMITS
- CURRENT IMPACT AREAS
- FEDERAL LANDS
- LANDFILL
- SCENIC BYWAY
- ROADS



DISCLAIMER: CANYON COUNTY MAKES NO WARRANTY WITH RESPECT TO THE ACCURACY, COMPLETENESS, OR USEFULNESS OF THESE MAPS. CANYON COUNTY ASSUMES NO LIABILITY FOR DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OR MISUSE OF THESE MAPS OR ANY OF THE INFORMATION CONTAINED HEREIN. PORTIONS MAY BE COPIED FOR INCIDENTAL USES, BUT MAY NOT BE RESOLD. THIS MAP HAS NOT YET BEEN APPROVED BY THE BOARD OF COUNTY COMMISSIONERS.

REVISED: AUGUST 4, 2011 - AAA
O:\GIS\COUNTY MAPS\PROPOSED ZONING\COMP_PLAN_FINAL_8_4_2011.MXD

EXHIBIT “I”

ORDINANCE NO. 667

AN ORDINANCE ENACTED BY THE MIDDLETON CITY COUNCIL AMENDING TITLE 1, CHAPTER 5, SETION 1-5-3, MIDDLETON CITY CODE, PERTAINING TO MEETINGS OF THE CITY COUNCIL; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF, IN CONFLICT HEREWITH.

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

Section 1. That Title 1, Chapter 5, Section 01-05-03 of the Middleton City Code is hereby amended, as follows:

1-5-3: Meetings:

- A. **Date and Time:** The Council shall hold regular meetings on the first and third Wednesday of each month. Each meeting shall be held in the building located at 310 Cornell Street and commence at five thirty o'clock (5:30) P.M., unless otherwise approved by the Council. If the first or third Wednesday shall fall on a holiday, the meeting shall be held the evening following at the same time.
- B. **Special Meetings:** The Mayor or one-half (1/2) plus one of the membership of the Council may call special meetings as provided in Idaho Code section 74-204(2). All regular and special meetings shall comply with Idaho Code section 74-201 et seq., regarding open meetings. (Ord. 548, 1-21-2015; amd. Ord. 619, 7-17-2019; Ord. 639, 9-2-2020)
- C. **Mayoral Authority:** The Mayor shall preside over all meetings of the City Council and has all authority to conduct such meetings in a manner he or she deems fit and to maintain the order thereof.
- D. **Meeting Agendas:** Any member of the City Council shall have the authority to add items to the agenda and have them labeled as "Action Items." Such additions by City Council members shall be submitted to the City Clerk at least five business days prior to the meeting at which they will be heard, and they shall be limited to two items per agenda. The Mayor may decline to agendize any proposed item that is profane or defamatory. In the event the Mayor declines to agendize the item, a substitute item shall be placed upon the council agenda to allow the council to consider overriding the Mayor's decision and placing the item on a future council agenda.

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

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

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

PASSED BY THE COUNCIL OF THE CITY OF MIDDLETON, IDAHO, this ____ day of _____, 2022.

APPROVED BY THE MAYOR OF THE CITY OF MIDDLETON, IDAHO, this ____ day of _____, 2022.

ATTEST:

Steve Rule, Mayor

City Clerk (or Deputy)

EXHIBIT “J”

REAL ESTATE PURCHASE CONTRACT

SELLER Name(s), Address & Telephone Numbers:

Jon and Lois Morris
9380 Blue Heron Drive
Middleton ID 83644
Home: _____ Cell Phone: _____
Work: _____ Cell Phone: _____
Email Address: _____

BUYER Name(s), Address & Telephone Numbers:

City of Middleton
1103 W. Main Street
Middleton ID 83644
Home: _____ Cell Phone: _____
Work: _____ Cell Phone: _____
Email Address: _____

Address of Property to Be Sold: 310 Murphy Avenue
Middleton ID 83644

Legal Description: 07-4N-2W NE Hawthorn Lot 1 Block P

BUYER and SELLER agree to the Purchase and Sale of the foregoing property on
Following Terms and Conditions:

1. PURCHASE PRICE Shall be two hundred seventy eight thousand Dollars
(\$ 278,000.00)
2. FINANCING (Leave Option Which Do Not Apply Blank):
 - a. ☐ This Contract is contingent upon Buyer qualifying for an ☐ FHA ☐ VA ☐ IHA
☐ Conventional loan. Buyer shall apply for the required loan within three (3) banking
days after this contract is entered and shall make Buyer's best efforts to procure the
same. Buyer shall provide Seller with a conditional letter of approval within five (5)
banking days after this contract is entered.
 - b. ☐ Buyer shall assume and will be required to qualify for an existing loan of
approximately \$ _____ at no more than _____ % per annum, with monthly
payments of approximately \$ _____. This contract is contingent upon Lender
releasing Seller's liability. Buyer shall pay Seller the balance in Seller's loan reserve
account at closing in addition to the purchase price specified above. Buyer shall apply
for the require assumption within three (3) banking days after this contract is entered.
 - c. ☐ Seller will carry a loan for \$ _____ payable at \$ _____ per month
including interest at _____ % per annum. Any payment 15 days late will be charged a
penalty equal to 5% of the amount of the late payment. Said loan shall be secured by a
Deed of Trust against the property. The entire remaining balance of principal and
interest shall be due and payable on _____ or upon any transfer of an
interest in the property.
 - d. ☒ This is a CASH DEAL.
3. EARNEST MONEY: Buyer hereby deposits with fifty thousand Earnest Money in
the amount of \$ 50,000.00 in the form of ☐ Cash ☒ Personal Check ☐ Cashier's
Check. Buyer and Seller agree that the Earnest Money, less Seller's actual out of pocket costs in
conjunction with this sale, shall be refunded to Buyer in the event any of the conditions or
contingencies specified in the contract cannot be met.
4. TITLE INSURANCE & DESIGNATED CLOSING AGENT: PIONEER TITLE COMPANY shall handle the
escrow and provide the title insurance for this sale. TAMMY KRATZBERG and/or assigns shall act
as the closing agent.
5. CLOSING: The closing date shall be no later than October 10, 2023 On or before the closing
date, Buyer and Seller shall deposit with the closing agent all funds and instruments necessary
to complete this sale. Any extension of the closing date must be in writing.
6. POSSESSION: Buyer shall be entitled to possession on _____. Taxes, water
and irrigation assessments, rents, interest, Homeowners Association dues, and obligations
assumed, if any shall be prorated as of the ☐ Closing Date ☐ Date of Possession.

7. CLOSING COSTS

- a. LOAN COSTS: Except for the Appraisal Fee and the Lender's Title Insurance Policy, Buyer shall pay all points, loan origination fees, tax and insurance impounds, and other loan costs which may be necessary to obtain Buyer's financing.
- b. ESCROW CLOSING COSTS: Buyer and Seller agree to divide the escrow closing costs as follows:

	BUYER	SELLER	SHARED	N/A		BUYER	SELLER	SHARED	N/A
Appraisal Fee	X				Title Ins. Standard Coverage Own. Policy				
Appraisal Re-Inspection Fee					Title Ins. Extended Coverage/Lender's Pol.				
Closing Escrow Fee			X		Additional Title Coverage				
Lender Document/Processing Fee					Domestic Well Water Potability Test				
Tax Service Fee					Domestic Well Water Productivity Test				
Flood Certification/Tracking Fee					Septic Inspections				
Lender Required Inspections					Septic Pumping				
Attorney Contract Prep or Review Fee					Survey				
Long Term Fees					All Other Closing Costs				

Cost of Lender Required Repairs shall not exceed \$ _____.

8. APPLIANCES AND OTHER ITEMS SPECIFICALLY INCLUDED IN THE SALE (In addition to those listed in Section 18 on the last page of this contract):

9. ITEMS SPECIFICALLY EXCLUDED FROM THE SALE (In addition to those listed in Section 19 on the last page of this contract):

10. OTHER TERMS, CONTINGENCIES, AND CONDITIONS:

11. This contract ☐ Does ☐ Does Not include an Addendum on a separate sheet.

12. ACCEPTANCE: This contract must be signed by all parties no later than: _____, in order to be binding.

13. TIME IS OF THE ESSENCE IN THIS CONTRACT.

14. THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ ALL OF THE PROVISIONS ON THE NEXT PAGE OF THIS CONTRACT.

15. DATE: This contract was prepared on: _____.

16. SIGNATURES:

BUYER

BUYER

SELLER

SELLER

State of Idaho

County of Canyon

On this 15th day of June, 2022

Lois Morris personally appeared before me,

who is personally known to me,

☒ whose identity I verified on the basis of

Idaho Driver's License

whose identity I verified on the oath/affirmation of

_____, a credible witness,

to be the signer of the foregoing document, and he/she

acknowledged that he/she signed it.

Don M. Doe

My Commission Expires April 5, 2024 Notary Public



State of Idaho

County of Canyon

On this 15th day of June, 2022

_____ personally appeared before me,

who is personally known to me,

☒ whose identity I verified on the basis of

Idaho Driver's License

whose identity I verified on the oath/affirmation of

_____, a credible witness,

to be the signer of the foregoing document, and he/she

acknowledged that he/she signed it.

Don M. Doe

My Commission Expires April 5, 2024 Notary Public



17. **PROPERTY DISCLOSURES & LEAD PAINT STATEMENTS:** Buyer's signature herein constitutes Buyer's acknowledgment that Buyer has received the required Property Disclosure Statement and Lead Paint Statement (including the EPAQ brochure, "Protect Your Family from Lead in Your Home" if this home was built prior to 1978) at the time this contract was signed. Buyer understands that said Statements do not constitute warranties as to the property's condition.
18. **INCLUDED ITEMS:** Unless excluded in Section 9 above, if now on or used in connection with the premises, this sale will include:
- | | |
|-------------------------------------|--|
| <u>APPLIANCES:</u> | <u>FIXTURES:</u> |
| Stove | Window Coverings (including Curtains, Blinds, Valances |
| Built-In Microwave Oven | Screens and Awnings) |
| Dishwasher | Carpet and Attached Floor Coverings |
| Garbage Disposal | Plumbing & Bathroom Fixtures |
| Water Softener | Lighting, Fans & Electrical Fixtures |
| Hot Tub | Screen Doors & Storm Doors |
| <u>OTHER ITEMS:</u> | Water Heater |
| Exterior Trees, Plants or Shrubbery | Heating & Air Conditioning Systems |
| (Except Potted Plants) | Attached Television Antenna or Satellite Dish Antenna |
| Garage Door Opener | Wood Burning Stove |
| Fuel Tanks (Buried or Attached) | Attached Fireplace Equipment |
| Outbuildings and Sheds | Workbench in Garage or Outbuilding |
| Water Rights and Ditch Rights | Attached Sprinkler & Irrigation Systems |
19. **EXCLUDED ITEMS:** Unless included in Section 8, above, this sale will not include the refrigerator, washing machine, clothes dryer, countertop microwave oven, unattached bookshelves, outdoor play equipment, or any interior or exterior potted plants.
20. **FHA/VA LOANS:** If Buyer is to obtain an FHA or VA loan under section 2(a), above, it is expressly agreed, notwithstanding any other provisions of this contract, Buyer shall not be obligated to complete the purchase of the property described herein or to incur any penalty or forfeiture of earnest money deposit or otherwise unless Buyer has been given, in accordance with HUD / FHA or VA requirements, a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement lender setting forth the appraised value of the property of not less than the sales price, as stated in this contract. Buyer shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value of the condition of the property. Buyer shall satisfy himself/herself that the price and condition of the property are acceptable. It is agreed that all items included in Sections 8 and 18 are of nominal value, less than \$100.
21. **CONTINGENCY CLAUSE:** If this contract is contingent upon certain specified conditions occurring, Seller shall have the right to continue to offer the herein property for sale and to accept offers until such time as said contingencies have been satisfied or waived by Buyer. Should Seller receive another acceptable offer to purchase, Seller may give Buyer three (3) banking days written notice of such offer. In the event Buyer does not waive or satisfy the contingencies in writing within the three (3) day period, this contract shall be terminated, and all deposits returned to Buyer less customary Buyer's Costs. In the event Buyer does waive or satisfy the contingencies, Buyer shall proceed to purchase the property under the remaining terms, of this contract notwithstanding that the terms of the new offer may have been favorable. Notice shall be considered given and the three (3) days shall commence on the earlier of either personal delivery or facsimile transmission of notice to the Buyer or two (2) days following the date of certified mailing evidenced by the date stamp on the Buyer's postal service receipt for the mailing. Notice shall expire at 11:59 p.m. on the third banking day after notice. All notices shall be sent to the addresses or fax numbers shown on the front page of this contract. Any waiver of contingencies by the Buyer under this Section will be considered a waiver of all contingencies, including financing.
22. **TITLE CONVEYANCE:** Title of Seller is to be conveyed to Buyer by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights of way, covenants, and easements established or of record. Any liens, encumbrances, or defects to be discharged by Seller may be paid out of the purchase money at the date of closing.
23. **TITLE INSURANCE:** The Seller shall within a reasonable time after closing, furnish to the Buyer a title insurance policy in the amount of the purchase price of the premises showing marketable and insurable title subject to the liens, incumbrancers, and defects specified in Section 22 above. Prior to closing the transaction, the Seller shall furnish to the Buyer a commitment for a title insurance policy showing the condition of the title of said premises. Buyer shall have five (5) days from the receipt of the commitment or until 24 hours prior to closing, whichever is less, within which to object in writing to the condition of the title as set forth in the commitment. If the Buyer does not so object, the Buyer shall be deemed to have accepted the condition of the title. It is agreed that, if the title to said premises is not marketable, or cannot be made so within thirty (30) days after Buyer's notice containing a written statement of defects is delivered to the Seller, or if the Seller fails to consummate this same as herein agreed, the entire earnest money shall be returned to the Buyer. The cost of the foregoing title insurance shall be paid in accordance with the provisions of Section 7, above.
24. **EXTENDED COVERAGE POLICY:** A standard policy of title insurance does not cover certain potential problems or risks such as liens (i.e., a legal claim against the premises for the payment of some debt or obligation), boundary disputes, claims of easement, and other matters or claims if they are not of public record at the time of closing. However, under Idaho law, such potential claims against the premises may have become legal obligations before the purchase of the home is completed and yet may not become of public record until after the purchase is completed. It is recommended that Buyer talk to a title insurance company about what it offers in the way of extended coverage title insurance. It is recommended that Buyer purchase extended coverage insurance if the premises have been built or remodeled within the last 90 days.
25. **INSPECTION OF PROPERTY:** Buyer hereby acknowledges that Buyer has made an independent examination and inspection of the above-described real property and all improvements thereon, is fully aware of the condition of the same, and is not relying on any representation made by Seller as to the condition of said property other than any representations specifically set forth in this contract. Buyer understands that the attached Property Disclosure Statement is not a warranty or representation as to the condition of the property.
26. **RISK OF LOSS:** Prior to the closing of this sale, all risk of loss shall remain with the Seller. In addition, should the premises be materially damaged by fire or other cause prior to closing, this contract shall be voidable at the option of the Buyer. As of the close of escrow, all risk of loss shall pass to the Buyer.
27. **DEFAULT AND ATTORNEY'S FEES:** If all conditions of this contract are met and Buyer neglects or refuses to comply with the terms or any conditions of sale on or before the closing date, or any extensions thereof agreed to in writing between the parties, the earnest money shall be forfeited and Buyer's interest in the premises shall be immediately terminated. All costs of title insurance, escrow fees, attorney's fees, and other expenses directly incurred in connection with this transaction for which Buyer agreed to be responsible and which are or have been incurred shall be paid by Buyer in full. Forfeiture and acceptance by Seller of the earnest money shall not constitute an election of remedy or a waiver of other remedies available to Seller by law. In the event of any default by either party, this prevailing party in any resulting legal action shall be entitled to recover reasonable attorneys' fees and costs in addition to any other relief which may be granted.
28. **AGREEMENT BINDING:** This contract shall be binding upon and inure to the benefit of the heirs, administrators, executors, personal representatives, successors, and assigns of the respective parties hereto.
29. **FACSIMILE TRANSMISSION:** Facsimile transmission of any signed original document, the retransmission of any signed original document, or the retransmission of any signed facsimile transmission shall be the same as the delivery of an original. At the request of either party or the closing agent, the parties will confirm facsimile transmitted signatures by signing an original document.
30. **AMENDMENTS:** This contract may not be amended, modified, altered, or changed except by a further agreement in writing signed by the Buyer and Seller.
31. **ENTIRE AGREEMENT OF THE PARTIES:** This contract constitutes the whole agreement between the parties and each of the parties certify that the terms of this contract, including all attachments hereto, are true to the best of his or her knowledge. Any other agreements entered previously by any of these parties in connection with this transaction are superseded by this contract. No warranties, agreements, covenants, or representations not expressly set forth herein shall be binding upon either party.

EXHIBIT “K”

Middleton Sidewalk Ordinance Update

Jason Van Gilder
Public Works Director





IDAHO STATUTES
TITLE 50
MUNICIPAL CORPORATIONS
CHAPTER 3
POWERS

50-316. SIDEWALKS – GENERAL REGULATIONS. Cities may provide by general ordinance for the construction, repair or removal of sidewalks which are deemed by the council to be dangerous and unsafe, and for the replacing thereof, assess the cost as provided in section [50-1008](#) to the property in front of which the same shall be constructed, repaired or laid.

History: [50-316, added 1967, ch. 429, sec. 56, p. 1249.]

50-317. REMOVAL OF SNOW, ICE, RUBBISH AND WEEDS. Cities are empowered to cause all sidewalks and alleys to be cleared of snow, ice and rubbish, and the cutting and removal of trees, weeds and grass, and the removal of rubbish upon and from all private property within the city and the parking within the curbing abutting same, and to assess the cost thereof against the private property so cleared, and against the property abutting the parking, sidewalks and alleys so cleaned. Such assessment shall be collected as provided in section [50-1008](#).

History: [50-317, added 1967, ch. 429, sec. 57, p. 1249.]



MIDDLETON CITY CODE

TITLE 7 PUBLIC FACILITIES

CHAPTER 6 SIDEWALK MAINTENANCE AND REPAIR

7-6-1: SIDEWALKS:

- A. Duty Of Owners: Property owners shall maintain sidewalks on their properties.
- B. No Obstructions In Public Rights Of Way: Property owners shall not obstruct or allow others to obstruct sidewalks on their property. (Ord. 553, 3-18-2015)
- C. Trees: No trees shall be planted within fifteen feet (15') of a public right of way unless approved in writing by the city.
- D. Clear Surface: A property owner shall clear sidewalks, curbs and gutters, and roads abutting his/her property from grass clippings, leaves, tree limbs and roots, shrubbery or other vegetation. Property owners shall also clear sidewalks of snow and ice. (Ord. 569, 12-21-2015)

TITLE 8 NUISANCES

CHAPTER 1 NUISANCE REGULATIONS

8-1-8: ROADS AND SIDEWALKS:

- A. No person shall obstruct, allow others to obstruct or cause to be obstructed any sidewalk, road or alley in the City without the written permission of the City, which shall specify the time such obstruction may continue.
- B. Property owners shall maintain sidewalks on their properties.
- C. No trees shall be planted within fifteen feet (15') of a public sidewalk unless approved in writing by the City.
- D. A property owner shall clear sidewalks, curbs and gutters, and roads abutting his/her property from grass clippings, leaves, trees limbs and roots, shrubbery or other vegetation. Property owners shall also clear sidewalks of snow and ice. (Ord. 609, 7-3-2018)



MIDDLETON CITY CODE

TITLE 7 PUBLIC FACILITIES

CHAPTER 6 SIDEWALK MAINTENANCE AND REPAIR

7-6-1: SIDEWALKS:

- A. Duty Of Owners: Property owners shall maintain sidewalks and pathways on or in public right of way adjacent to their property. ~~their properties.~~
- B. No Obstructions In Public Rights Of Way: Property owners shall not obstruct or allow others to obstruct sidewalks or pathways on or adjacent to their property. (Ord. 553, 3-18-2015)
- C. Trees: No trees shall be planted within fifteen feet (15') of a public right of way unless approved in writing by the city.
- D. Clear Surface: A property owner shall clear sidewalks, curbs and gutters, ~~and roads abutting~~ pathways, alleys, and parking within curbing; on private property or in public right of way abutting their ~~his/her~~ property from snow, ice, rubbish, weeds, grass, grass clippings, leaves, tree limbs and roots, shrubbery or other vegetation. Property owners shall also clear sidewalks of snow and ice. (Ord. 569, 12-21-2015).
- E. Repairs:
 - 1) Council-Directed Repairs: The City Council may by resolution passed by a two-thirds (2/3) majority of all the members elected to the Council deem any sidewalk or pathway in public right of way or dedicated for public travel as unsafe or dangerous, order such sidewalk or pathway replaced or repaired, and assess the cost of replacing or repairing same against the property in front of which the same shall be constructed, repaired, or laid.
 - 2) Notice Required: Notice to repair or replace any sidewalk or pathway shall be given to the property owners in front of or on which property the sidewalk or pathway has been ordered replaced or repaired via certified mail. Said property owner shall commence replacement or repair of the sidewalk or pathway within sixty (60) days following the date of notice. Repairs shall be completed within thirty (30) days of commencement, unless approval of an extension is granted by the City.
 - 3) When City Makes Repairs: Whenever a sidewalk, pathway, or any portion thereof which has been ordered replaced or repaired shall not be repaired or replaced within the time specified, then the City shall construct, replace, or repair the same by contract and assess the cost and expense thereof in the manner provided by this article. Nothing herein contained shall be construed so as to prevent giving any notice required to be given by this article.

ORDINANCE NO. 665

AN ORDINANCE ENACTED BY THE MIDDLETON CITY COUNCIL AMENDING TITLE 7, CHAPTER 6, SETION 7-6-1, MIDDLETON CITY CODE, PERTAINING TO SIDEWALKS AND SIDEWALK REPAIRS OF THE CITY OF MIDDLETON; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF, IN CONFLICT HEREWITH.

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

Section 1. That Title 7, Chapter 6, Section 7-6-1 of the Middleton City Code is hereby amended, as follows:

7-6-1: SIDEWALKS:

- A. Duty Of Owners: Property owners shall maintain sidewalks and pathways on or in public right of way adjacent to their property. ~~their properties.~~
- B. No Obstructions In Public Rights Of Way: Property owners shall not obstruct or allow others to obstruct sidewalks or pathways on or adjacent to their property. (Ord. 553, 3-18-2015)
- C. Trees: No trees shall be planted within fifteen feet (15') of a public right of way unless approved in writing by the city.
- D. Clear Surface: A property owner shall clear sidewalks, curbs and gutters, ~~and roads abutting~~ pathways, alleys, and parking within curbing; on private property or in public right of way abutting their his/her property from snow, ice, rubbish, weeds, grass, grass clippings, leaves, tree limbs and roots, shrubbery or other vegetation. Property owners shall also clear sidewalks of snow and ice. (Ord. 569, 12-21-2015).
- E. Repairs:
 - 1) Council-Directed Repairs: The City Council may by resolution passed by a two-thirds (2/3) majority of all the members elected to the Council deem any sidewalk or pathway in public right of way or dedicated for public travel as unsafe or dangerous, order such sidewalk or pathway replaced or repaired, and assess the cost of replacing or repairing same against the property in front of which the same shall be constructed, repaired, or laid.
 - 2) Notice Required: Notice to repair or replace any sidewalk or pathway shall be given to the property owners in front of or on which property the sidewalk or pathway has been ordered replaced or repaired via certified mail. Said property owner shall commence replacement or repair of the sidewalk or pathway within sixty (60) days following the date of notice. Repairs shall be completed within thirty (30) days of commencement, unless approval of an extension is granted by the City.
 - 3) When City Makes Repairs: Whenever a sidewalk, pathway, or any portion thereof which has been ordered replaced or repaired shall not be repaired or replaced within the time specified, then the City shall construct, replace, or repair the same by contract and assess the cost and expense thereof in the manner provided by this article. Nothing herein

contained shall be construed so as to prevent giving any notice required to be given by this article.

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

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

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

PASSED BY THE COUNCIL OF THE CITY OF MIDDLETON, IDAHO, this 6th day of July, 2022.

APPROVED BY THE MAYOR OF THE CITY OF MIDDLETON, IDAHO, this 6th day of July, 2022.

ATTEST:

Steve Rule, Mayor

City Clerk (or Deputy)

EXHIBIT “L”



CITY OF MIDDLETON

P O Box 487, MIDDLETON, ID 83644
208-585-3133, 208-585-9601 Fax
WWW.MIDDLETONIDAHO.US

ADMINISTRATION

SPECIAL COMMUNITY EVENTS
APPLICATION/AGREEMENT/PERMIT
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IV. Street Closure Request:

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

1. N/A
2. _____
3. _____

No permanent alteration to the street will be permitted.

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

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

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

Information:

- I. Does the event involve the sale or use of alcoholic beverages? Yes _____ No X.
If yes, an Alcohol Beverage Permit may be required.
- II. Does the event involve the sale or distribution of food? Yes _____ No X.
If yes, a Temporary Food Establishment Permit (South West District Health Department (208) 455-5300) and a vendor permit (City of Middleton) may be required, with copy to the City.
- III. Does the event involve the sale of non-food items? Yes X No _____.
- IV. Will there be entertainment at the event? Yes X No _____.
If yes, please provide the following information:
Dance component/open floor: _____
Live or recorded music: LIVE MUSIC
Amplification: _____
Start and end time of entertainment: 5 pm - 11 pm
Refer to Middleton City Code Section _____ Noise.
- V. ADDRESS: If the event is located within a building, name of building, address, owner name:

- VI. TEMPORARY STRUCTURES.
Will there be any temporary structures on the event site? Yes _____ No X



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Number of stages: 1 Size of stage(s): 12' x 12' x

Number of Tents: 4-10 Size of tent(s) 8' x 8' pop-ups

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? Piccadilly parking lot

XVI. REFUSE / GARBAGE:

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

We will have extra trash bags for our trash.

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

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

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



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XIX. INSURANCE, FEE.

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

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

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

Matt + Hannah Sapp (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

Matt + Hannah Sapp (Applicant / Organization / Permittee) from liability under this application / permit. This application / permit shall apply whether or not such insurance policies have been determined to be applicable to any of such damages or claims for damages.

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



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Further, as to such damages or claims for damages which arise during the scope of the activities or the use of property covered under this Agreement, Matt + Hannah Sapp (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, Matt + Hannah Sapp (Applicant / Organization Representative/ Permittee) has made and entered into this Agreement with the City of Middleton as of this 28 day of April, 2022.

APPLICANT / ORGANIZATION REPRESENTATIVE

Hannah Sapp
Signature

Date: 04-28-22

Hannah Sapp Matt Sapp
Print name / Organization Name and Representative Title

OFFICE USE ONLY

Application Received: May 2, 2022

Fee Received: May 2, 2022 - Cashed June 16, 2022 \$1,242.787

Insurance Certificate Received: yes - June 16, 2022

Application Approved by City Council: _____

Application Denied: _____

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

City Clerk

Notes: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be **endorsed**. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Verify Insurance Services, Inc. DBA Thimble Insurance Services 174 West 4th Street, Suite 204 New York, NY 10014 https://support.thimble.com/	CONTACT NAME: THIMBLE https://support.thimble.com/ PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: support@thimble.com INSURER(S) AFFORDING COVERAGE INSURER A: National Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: https://www.thimble.com/check-policy-status/	NAIC # 22608
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INSURED
Matthew Sapp
10 S Hawthorne Ave Middleton, ID 83644
hmclason@gmail.com

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

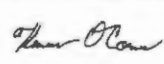
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	HBL-MWA2CZ	08/14/2022 12:00 PM MDT	08/14/2022 11:59 PM MDT	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 5,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
							EACH OCCURRENCE AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Number of Attendees: 100, Type of Event: Church Services

(con't on form Acord 101)

CERTIFICATE HOLDER Matthew Sapp	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY Verifly Insurance Services, Inc. DBA Thimble Insurance Services		NAMED INSURED Matthew Sapp 10 S Hawthorne Ave Middleton, ID 83644 hmclason@gmail.com
POLICY NUMBER HBL-MWA2CZ		EFFECTIVE DATE: 08/14/2022 12:00 PM MDT
CARRIER National Specialty Insurance Company	NAIC CODE 22608	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: Acord 25 **FORM TITLE:** Certificate of Liability Insurance

Description of Operations (con't)

Episodic Coverage (THSN CG 02 03 02 21) for policy number HBL-MWA2CZ until 08/14/2023 11:59 PM MDT