

AMENDED AGENDA
City Council Meeting
City of Middleton, Idaho

Date: Wednesday May 6, 2020

Time: 6:30 p.m.

Location: **Trolley Station:** 310 Cornell Street, Middleton, Idaho

Call-to-order, roll call, Pledge of Allegiance, Invocation

The City is following the CDC/COVID-19 Social Distancing guidelines. Meetings are streamed live via Facebook.

Information Items

1. **ITD Restriping – Mayor Rule**
2. **Republic Services Spring Clean-up moving to Fall. – Becky Crofts**

Discussion Item

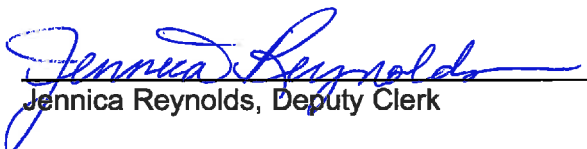
1. **Ridley's and Murphy pedestrian crossing – Mayor Rule**
2. **ITD Intergovernmental Agency Agreement – Chris Yorgason**
3. **Consider amending Ordinance 2020-628; AN ORDINANCE OF THE CITY OF MIDDLETON, CANYON COUNTY, IDAHO, ADDING A NEW SUBSECTION TO TITLE 8, CHAPTER 1, SECTION 2(B) TO PROHIBIT OUTDOOR STORAGE CONTAINERS WITH EXCEPTIONS; AND PROVIDING AN EFFECTIVE DATE – Tim O'Meara**

Action Items

1. Consent Agenda (items of routine administrative business)
 - a. Consider approving minutes for Council's April 15, 2020 meeting.
 - b. Consider ratifying April 24, 2020 payroll in the amount of \$97,519.94 and accounts payable thru April 27, 2020 in the amount of \$ 104,166.19
2. Consider approving City Beer and Wine Licenses for Jackson's Extra Mile #177, Jackson's #22 and Tsai's Kitchen. – Becky Crofts
3. Consider approving quote from Garret & Company, Inc for rubber surfacing for Piccadilly Park in the amount of \$31,950.00. – Becky Crofts
4. Consider approving quote from Asphalt Systems Inc in the amount of \$33,859.00 for approximately 3.11 miles of asphalt sealing; Northwest Traffic Surface bid in the amount of \$8,640.00 for traffic flagging; Curtis Clean Sweep quote in the amount of \$16,566.00 for restriping. – Bruce Bayne
5. Consider approving Mayor Rule's appointment of Jennifer Barr as Interim Library Director as recommended by the Library Board. – Mayor Rule

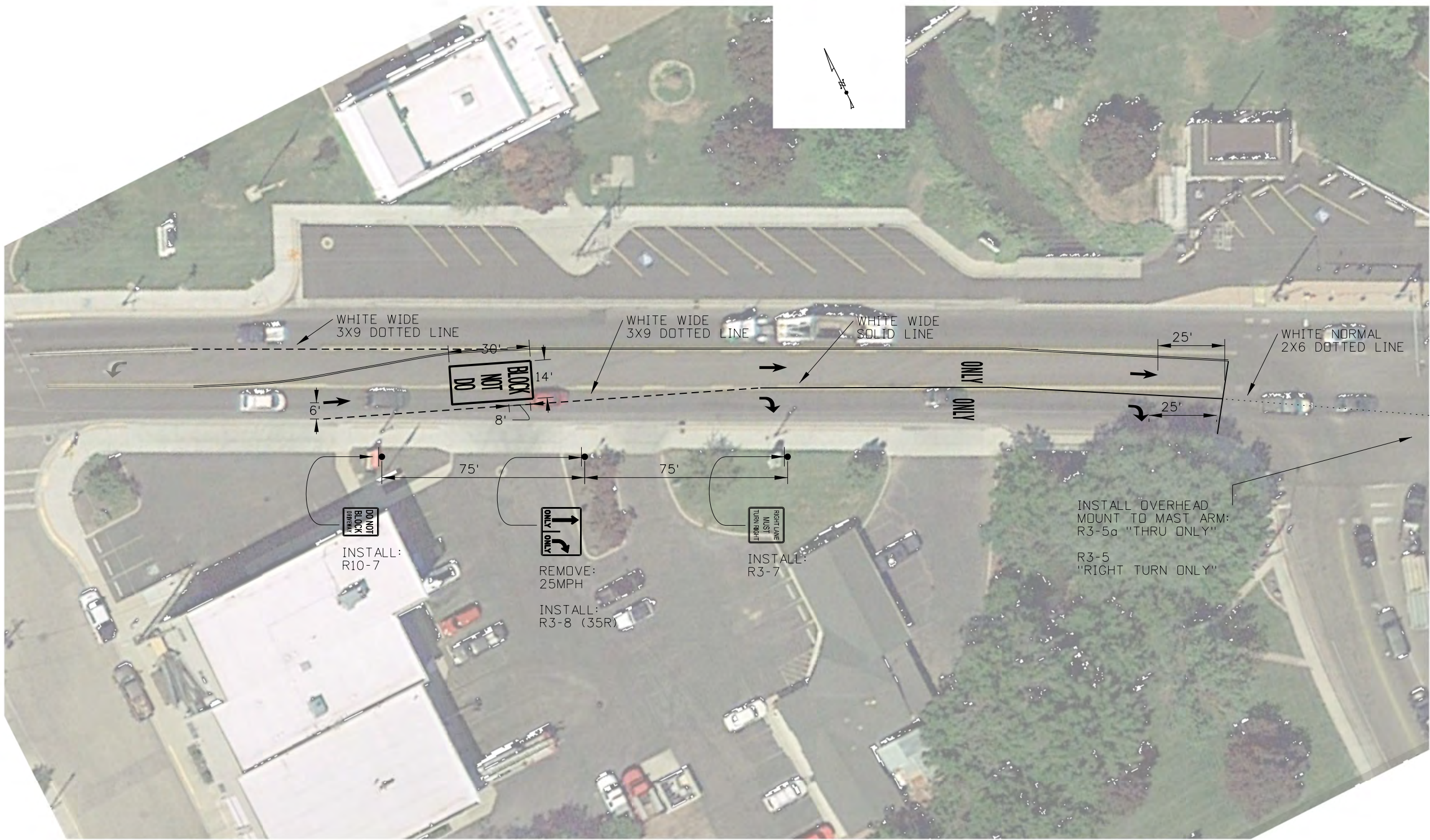
6. Consider approving estimate from 360 Home Improvements LLC to remodel LAB for police building in the amount of \$23,167.96. – Chief Takeuchi
7. Consider approving quote from Axon Enterprise, Inc for Police body camera equipment and tech assurance plan in the amount of \$10,248.90 – Chief Takeuchi
8. Consider approving Resolution 441-20 AUTHORIZING AND DIRECTING SALE OF SURPLUS PROPERTY. See attached list. – Becky Crofts
9. Consider approving a Licensing Agreement between Drainage District No. 2 and the City of Middleton for Sawtooth Lake Drive Crossing – across Mill Slough. – Bruce Bayne
10. Consider awarding bid for the Falcon Valley Booster Station Pipe Connection Project to Irminger Construction, Inc for the contract bid amount of \$40,656.00. – Bruce Bayne
11. **Public Hearing:** Consider an application from Jed Wyatt to rezone 1.06 acres from R-3 (Single Family Residential) to M-U (Mixed-Use) and acquire a special use from Middleton City Code 5-4-1, Table 1 (Land Use Schedule). The subject property is located at 1121 W Main St., South of Main Street (State Highway 44), Middleton, Idaho, commonly referred to as Canyon County Parcel No. 1760920. – Bruce Bayne
12. Budget Workshop FY2021 – Becky Crofts and Wendy Miles

Public Comments, Mayor and Council Comments, Adjourn

Posted by: 
Jennica Reynolds, Deputy Clerk

Date: May 5, 2020 3:45 p.m.

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



REVISIONS			
NO.	DATE	BY	DESCRIPTION

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IDAHO TRANSPORTATION DEPARTMENT

PROJECT NO.	

English	
COUNTY	
KEY NUMBER	
SHEET	OF

ORIGINAL STORED AT: ITD DISTRICT 8 600 W. GARDNER ST. BOISE, ID 83726

NOT APPROVED
 DATE ORIGINAL SIGNED BY:
 PRELIMINARY
 ORIGINAL SIGNED BY:
 CONSTRUCTION



We'll handle it from here.

To:	Middleton Mayor Steve Rule
From:	Rachele Klein – Business Development Manager
cc:	Middleton City Council, Becky Crofts, Wendy Miles
Date:	April 30, 2020
Re:	Republic Services Updated COVID-19 Response

Good morning Mayor Rule and Middleton City Council,

Republic Services is continuing to take every precaution to prevent the spread of COVID19 in our community. As the days get warmer and we start to see the number of newly identified coronavirus cases drop daily in Idaho, we can safely resume residential bulky item and appliance collections. This service will be reinstated as of May 1, 2020.

Residential waste volumes have been up significantly in Middleton during the Governor's Stay-At-Home Order. City residents have used this time industriously - cleaning their homes, yards and garages. We have seen an unprecedented number of new trash cans and carts at the curb. Middleton will sparkle by the time this pandemic ends!

Spring Clean-Up, originally scheduled to occur in April, has been moved to September 14-18, 2020. We will be sending out a "Call-Em-All" text message/auto-call on Tuesday, September 8th, reminding residents to contact Republic Services to schedule their free bulky item, furniture and non-Freon appliance collections. We can add a printed reminder to the September utility bills if there is space available.

To support business customers impacted by COVID19, we've been working with utility billing to decrease commercial service to "on-call", if requested. "On-call" service allows businesses to save money by renting their dumpster and paying for service only when needed. Fortunately, we are starting to see businesses reinstate regular service schedules in anticipation of reopening in May. Our operations team is planning accordingly.

We value our partnership and are here to support you and the City's success. Please let me know if you have any questions.

Sincerely,

Rachele Klein
rklein@republicservices.com
208-283-0624

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE IDAHO TRANSPORTATION DEPARTMENT
AND THE CITY OF MIDDLETON**

This Agreement is made and entered into this _____ day of _____, _____, by and between the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter “the Department”, and the **CITY OF MIDDLETON**, hereafter “the City.” Together, the Department and the City may be referred to as “Parties.”

RECITALS

WHEREAS, the Department has jurisdiction and control over State Highway 44 and the overall State Highway System;

WHEREAS, State Highway 44 and other local components of the State Highway System are “Public facilities” as defined in Idaho Code § 67-8203(24)(c);

WHEREAS, State Highway 44 passes through the City and connects the City and its residents with the surrounding area and the greater State Highway System;

WHEREAS, the City is a “Governmental entity” as defined in Idaho Code § 67-8203(14).

WHEREAS, the City has authority under Idaho Code, Title 67, Chapter 82 to assess fees so as to plan and finance public facilities needed to serve new growth and development (see Idaho Code § 67-8202).

WHEREAS, the City as a “Governmental entity” is authorized by Idaho Code § 67-8204A to enter into an Intergovernmental Agreement with the Department for the expenditure of development impact fees.

WHEREAS, the City and the Department desire to provide for the maintenance and improvement of State Highway 44 and/or other local components of the State Highway System;

NOW THEREFORE, in consideration of the terms, conditions and promises as set forth herein, the Parties mutually agree as follows:

SECTION I That the City will:

1. Notify ITD’s Development Services Coordinator of all new development applications that require approval by the City.

*Intergovernmental Agreement
City of Middleton*

2. Assess and collect fees specifically for this Intergovernmental Agreement on a case-by-case. The mechanism for said collection will be via separate development agreements required and entered into by the City with individual private developers.
3. Maintain adequate documentation and records as to Development Contributions assessed and collected. Provide a quarterly report reflecting present status of Development Contributions (fees assessed, collected, and distributed) to the Department.
4. Maintain, in a separate, interest bearing account all Development Contributions specified in this Agreement. All interest accrued in said account, to be used for approved transportation improvements.
5. Distribute said Development Contributions to the Department when requested for use with a specific Idaho Transportation Improvement Plan (ITIP) project within the City of Middleton area of city impact.

SECTION II That the Department will:

1. Request additional information, as needed, for every City development application to make a determination of a development's proportionate share contribution.
2. Work with the city and development applicant to arrive at a reasonable and defensible proportionate share contribution.
3. Provide the City requested documentation and justification for a development's proportionate share contribution.
4. Apply the Development Contributions to the construction or improvement of State Highway 44 and/or other components of the State Highway System as agreed to in coordination with the City and within the City of Middleton area of city impact.
5. Maintain adequate documentation and records of all Development Contributions received from the City, as well as expenses paid for construction and improvements per this Intergovernmental Agreement.
6. Program projects in the Idaho Transportation Improvement Plan (ITIP), as needed to administer, design and construct projects funded by this Intergovernmental Agreement. Sidewalk improvements, as identified in ITD or the City planning documents, are not excluded from potential projects, but shall not be programmed as standalone projects.

7. Provide an annual report reflecting present status of Development Contributions distributed for associated projects.

SECTION III That the Parties will:

1. Mutually agree to specific State Highway System improvement(s) using Development Contributions collected under this Agreement. Said separate agreement will designate who will administer, design and construct a project, as well as identify the balance of funding needed and timing of the improvement.
2. Ensure that all funds are expended in the best interest of the tax payers of Middleton, Idaho for the greatest common good, using the basis of Mobility, Safety, and Economic Opportunity of all road users.
3. Return any unused funds to the private developer if not expended within 10 years from the date received.
4. Recognize that any funds collected under this Agreement are separate and apart from all other federal, state and local sources of revenue, and will be planned for and programmed separately, to the mutual benefit of the City and the Department.
5. Acknowledge that any development entering into a Sales Tax Anticipation Revenue (STAR) reimbursement agreement with ITD is exempt from participating in a proportionate share contribution.

GENERAL

This Intergovernmental Agreement reflects the final and complete agreement of the Parties as to the subject matter described herein. The Agreement shall become effective on the date such is fully executed, and shall remain in full force and effect until affirmatively revoked, amended or replaced upon the mutual written consent of both parties.

EXECUTION

This Agreement is executed for the Department by the District Engineer for District 3, and executed for the City by its Mayor, attested to by the City Clerk, with the imprinted corporate seal of the City of Middleton.

IDAHO TRANSPORTATION DEPARTMENT

District Engineer

ATTEST:

CITY OF MIDDLETON

City Clerk

Mayor

By regular/special meeting held
on _____

ORDINANCE NO. ~~2020-628~~ 628

AN ORDINANCE OF THE CITY OF MIDDLETON, CANYON COUNTY, IDAHO, ADDING A NEW SUBSECTION TO TITLE 8, CHAPTER 1, SECTION 2(B) TO PROHIBIT OUTDOOR STORAGE CONTAINERS WITH EXCEPTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Middleton, Idaho, is a municipal corporation organized and operating under the laws of the State of Idaho; and

WHEREAS, the City of Middleton Idaho, has the authority to maintain peace and welfare by ordinance pursuant to Idaho Code 50-302; and

WHEREAS, pursuant to Idaho Code 50-603, the Mayor shall, from time to time, communicate to the city council such information and recommend such measures as, in his opinion, may tend to the improvement of the finances, the protection, the health, the security, the ornament, the comfort, and the general welfare and prosperity of the city; and

WHEREAS, in addition to legal business uses, outdoor storage containers are becoming available for individual and non-business uses; and

WHEREAS, residents are prohibited from residing in a storage unit, accessory structure, box or other similar shelter pursuant to Middleton City Code 8-1-9; and

WHEREAS, outdoor storage containers do not ornament or beautify properties in the city and do not meet design criteria in Middleton City Code 1-15-8-5 authorized pursuant to Idaho Code 67-6508.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIDDLETON, IDAHO, AS FOLLOWS:

Section 1: Title 8, Chapter 1, Section 2(B) shall be amended to add:

(15) One or more ~~outdoor~~ storage containers, where such container is not enclosed in any structure or otherwise concealed from public view, shall be located behind the home or shop on the property, and surrounded by at least a six-foot privacy fence, unless it is located within an area zoned for industrial use. ~~except as to storage containers sited pursuant to the operation of a lawfully conducted business, industry or commercial enterprise.~~

Section 2: This ordinance, or a summary thereof as provided by Idaho Code §50-901A, shall be published in one (1) issue of the official newspaper of the City of Middleton, Idaho, and shall take effect immediately upon its passage, approval and publication.

Dated this ~~2nd~~ 6th day of ~~January~~, May, 2020.

CITY OF MIDDLETON, IDAHO

ATTEST:

~~Darin Taylor, Mayor~~ Steve Rule, Mayor

| ~~Taylor Gyer~~, Jennica Reynolds, Deputy City Clerk

MIDDLETON CITY COUNCIL
APRIL 15, 2020

The Middleton City Council meeting on April 15, 2020 was called-to-order at 6:30 p.m. by Mayor Steve Rule. The meeting was streamed live via the City Facebook page due to CDC/COVID-19 restrictions.

Roll Call: Council President Rob Kiser, Council Members Carrie Huggins, Jeff Garner, were present. Council member Tim O'Meara participated via telephone.

Pledge of Allegiance, Invocation: Adam Krauss

Mayor explained that according to CDC guidelines due to COVID-19 (Coronavirus) to not gather in groups of more than 10 people, City Council was being streamed live via the City Facebook page.

Information Items

- 1. Bank balance discussion around when the amounts getting above or below a certain dollar amount in the operating account, the Treasurer can move funds between the money market account and the checking account without having to come before council for approval – Wendy Miles**

Mayor Rule called and introduced the item. City Treasurer Wendy Miles gave a summary of her request after talking to the City Auditor. The request is for City Council to consider giving the treasurer a blanket permission to transfer funds from checking account into the money market account and vice versa. This would not include moving funds from the money market to LGIP account as that decision would always be brought before council. She asked the City Attorney Chris Yorgason if council agreed to it how would they need to go about that. Chris responded the cleanest way to do it is to by Resolution, in which it will explain what the triggers are for the transferring of funds. Whether two or four months cash flow or an actual dollar number. So one trigger is from checking account to money market account, and the second trigger from money market to LGIP. The Resolution would authorize the treasurer to make those decisions once the triggers are set. That way the treasurer can meet with the auditors and show them the formal resolution that authorizes the treasurer to act and to stand by which she acts. Those are his recommendations. Mayor Rule asked if it would be appropriate if City Council decides to move forward with this that the treasurer's recommendations be signed off on either the City clerk or the Mayor where it is not coming before council for approval? City Attorney Chris Yorgason said yes, it makes sense to have a second set of eyes that will verify the actions. Wendy Miles agreed with that and said she would feel more comfortable with that. Mayor Rule said there are no decisions tonight, but we will build a resolution to that effect and consider it a future date and time. Council Member Carrie Huggins commented that since we currently require two signatures on a check, so to have this treated like a check where the Treasurer signature and someone else's signature is required makes sense and ties into the two signature check requirements. However, she would like to see that Council is getting monthly balance sheets and all of those transfers would show up, or in the accounts payable there could be a transfer report. She doesn't think council needs to sign off on it or approve it prior, but she does think that council needs to see the reporting behind it. She would like the reporting to be monthly. Council Member Tim O'Meara

stated that protecting Wendy (City Treasurer) is important and agreed that he would like to see the reporting as well. The Mayor agreed and stated that he would like to set it up so that both the Mayor and the City Clerk sign off on the relocation of funds and the tracking would come before City Council. City Attorney Chris Yorgason stated that as the money goes into the money market or LGIP, when it is brought out, we are not bringing out any more money than what was transferred in. This has to be done because the budget doesn't normally include money that is taken out of savings and allocated. We just want to make sure that with this process we are not doing something what would interfere with the budget requirements. Wendy stated that once money is moved into the LGIP, she doesn't want to move it back until the project is complete, so she absolutely agrees with the recommendations of the City Attorney.

2. Police Station relocation to the LAB – Mayor Rule

Mayor Rule called the item, and said the relocation to what was formally known as the LAB is under way. The computers have been moved to another location. The Police Chief is getting a couple contractors bids to get some of the remodeling done. With the library closed due to the effects of the Coronavirus this all took a little faster pace then what he thought might have, but the timing is appropriate and it has worked well.

Mayor rule then discussed the resignation of the Library Board member. And the desired appointment of 2 new board members: Marie Knapp and Mark Christiansen. And along with that it looks like a new director will be coming in May. The current Library Director is moving on to other things. There are a lot of changes with the Library.

He discussed with Chief Takeuchi the money side of this change and the chief is giving up some things in his budget for this year so that he can make this move. This move has been generated by the Chiefs desire to have a facility for their future growth and need. A lot of this has to do with the need to store evidence correctly. It has not been done right in the current facility. And this move has all of the ingredients to meet all of the criteria for proper evidence storage.

The City is in communication with the Library Board and they are being very supportive. The whole library staff is on an unpaid leave which they still get some monies. We plan on opening the Library just as soon as we can with a new Director and whatever staff is available for those jobs.

3. City Council moving to Trolley Station – Becky Crofts

Mayor rule called the item. City Administrator Becky Crofts explained that as the Police Department begins to move into the current council chambers we will move all of our City Council and Planning and Zoning meetings across the street to the Trolley Station. If the isolation order is lifted but we are still under social distancing guidelines that building gives us a lot more room to work with. We will be moving the recording systems and art work. There will be more discussion in the future budgeting meetings about how long the council and planning and zoning meetings will be held at the Trolley Station and where with changes and modifications to the current police department it could be relocated. Council Member Tim O'Meara asked that the old mayor's photographs be returned. After some discussion of the location of the photographs, Becky stated she would do her best to locate the photographs and get them restored.

4. Increased Federal funding for South Cemetery Road of 1.3 Million dollars for urban rebalancing – Becky Crofts

Mayor Rule called the item. City Administrator Becky Crofts stated that the South Cemetery Road project has been in the works for at least 9 years. The project has been extended due to various reasons, environmental causing the longest delays. We are finally at a point where the design is complete. The engineers have put together an Engineers Estimate. The City has about 2.5 Million dollars of federal grant funding the City does not have to pay back. With the engineers estimate the project came in at \$3,892,451.96. The City would be responsible for the additional funds in the amount of \$1,328,451.96. That is a lot of money for the City to come up. Mayor Rule and she drafted a letter to the Executive Committee and Executive Director of COMPASS, as they were going into a rebalance meeting requesting additional help for the City with those funds. She is really happy to say that the City was awarded an additional 1.3 Million dollars toward that project. The project is totally funded now. Council Member Carrie Huggins asked if we are still responsible for the 7.3 %. Becky said that of the now 3.8 million dollars roughly the City is responsible for 7.34% of that. So our contribution is roughly about \$290,000.00 which is phenomenal. To get that project done with that amount of contribution. That being said, with any project we try to mitigate any type of over charges or add ons. She gave an example of if the project came in at 4 million dollars, the City would be responsible for 7.34% of now the 4 million plus anything over the 3.8 million to the 4 million so that extra 200 thousand. Still even with that this is great news for the City. The PS& E packages should be done in July or August. We will likely send this project out to bid probably September, the funding though COMPASS will be available to the City probably about October (we have to wait for the Feds to approve the funding). Then we can move forward. It is very likely that by this time next year we will be in construction with South Cemetery Road phase 1.

Council Member Huggins wanted clarification that this is not part of any stimulus funding, it is a done deal. Becky said we still have to wait for the Feds to approve the funding, but this is something they do every year. This is not a new type of funding approval, so much comes to Idaho, and COMPASS has awarded that additional funding to the City. Mayor Rule stated that with that said, his paranoia with situations whether justified or not, he would say he hopes this is a done deal. But the reason the cost went up is because during this big spike of construction and inflation, the projected cost of the project went up 25-30 percent. Now the city was on the hook for that additional 25-30 percent. If we bid that out and it comes in lower than the last projection, we might actually get this done. The concern is that we have a federal government giving out trillions of dollars that he worries will affect projects in the future 1-2 years. When we see the money in the bank, and we have the contracts on the table and funded, then it is a done deal. But in the very best way this is a great thing for the City.

Action Items

- 1. Consent Agenda (items of routine administrative business)**
 - a) Consider approving minutes for Council's April 1, 2020 meeting.**
 - b) Consider ratifying April 10, 2020 payroll in the amount of \$77,703.43, and accounts payable thru April 6, 2020 in the amount of \$212,844.80.**

Mayor Rule called and introduced the item. He said the accounts payable amount needs to be amended \$5178.24 to be \$218,023.04 to include the IPDES, EDU, DEQ payment.

Council President Rob Kiser asked for clarification on the amended amount. Becky Crofts explained that each year the City is responsible to pay for its IPDES permit through DEQ for the number of dwelling units we have in the City. DEQ has assigned us \$1.74 per EDU (effective dwelling unit). So we take the 2976 homes times by rate \$1.74 that equals \$5,178.24. Thus the accounts payable was amended up so that this can be paid now in order to get DEQ satisfied on this permit and not wait for the next City Council meeting.

Motion: Motion by Council President Kiser to approve consent agenda items a and b with the new amount for the accounts payable being \$218,023.04, it was seconded by Council Member Garner and carried unanimously.

2. Accept Resignation of Veronica McGinnis from the library board

Mayor Rule called and introduced the item. He called the Councils attention to the emails received and said he appreciated all of the hard work by the library board members.

3. Confirm Mayor's appointment of Maria Knapp to the library board for term ending 5/14/2024 and Mark Christiansen to the library board for term ending 1/2/2023.

Mayor called and introduced the item. He corrected the name of Marie Knapp.

Motion: Motion by Council President Kiser to approve Mayor's appointment of Maria Knapp to the library board for term ending 5/14/2024 and Mark Christiansen to the library board for term ending 1/2/2023. It was seconded by Council Member Huggins, Mayor Rule clarified the individual is Marie Knapp with that small change he called for the vote. It was approved unanimously.

4. Consider awarding bid to Zenner USA for water metering and infrastructure system improvements. – Bruce Bayne

Mayor Rule called and introduced the item. Public Works Superintendent Bruce Bayne gave a summary of how the residential water is currently metered, read and then billed to the City residents. He explained that only reading meters once a month as is the current procedure only provides one point of information. The new system the City is wanting to move to would allow the meters to be read as often as we want but it would provide a 30 minute window daily meter reading that would be sent back to City Hall. This would make it possible for us to look at the whole infrastructure, find the leaks that we have and get those things fixed so that every gallon of water put on the ground actually goes to the uses it going to. Another problem if the pipes start leaking that water system is above the sewer system so that water tends to propagate down to the sewer, infiltrates into the sewer line and then we end up treating treated water at the wastewater treatment plant. That is another added cost to the city that is unnecessary. Another benefit is if a homeowner comes in and says they have a problem, we can look to see when the usages are and can tell if the meter is running at unusual times we can tell if there is a leak. The systems are also set up to where they can alert us the next day that there is a potential problem. This is all proactive stuff the City can do ahead of time to save on these extra costs. Again this will make sure that the City is not treating clean water in the wastewater treatment plant, which is a huge cost to the city.

Bruce stated the City went out for bid and received three bids. One from Ferguson, one from Zenner USA, and one from SET, and according to the bid prices SET and Ferguson came in with a bid price just over \$400,000.00 and Zenner was almost half. We looked at the three companies to do research. Ferguson is the current company we are using. SET is a new company out of California, and Zenner USA is a company we had not heard of before. Bruce called 6 municipalities that use that system and they all gave rave reviews. There was not a problem with the whole system. This system corresponds with Caselle, which is how the City does the billing so there is no problem with getting the bills out. Moving forward we would like to award this project to Zenner and then we will be putting this project in in steps. It will not be the full amount at once. We will identify the areas we want to go in and get those areas added into the City once we get their recommendation.

Council Member Huggins asked if this was a project that has been budgeted for? City Administrator Becky Crofts stated that this item was budgeted for this fiscal year but had to be pushed due the Falcon Valley Booster Station that needed to go in for the east pressure zone. So because we waited a little bit the price came down. Council Member Huggins asked in our Budget to Actual will this be fine for this fiscal year. Becky reaffirmed that this will not happen this fiscal year, the request is to accept the bid, allow engaging with the new company and move forward for a fiscal year 2021, locking in that price. Council Member Huggins asked what if any software costs will go along with this project as a whole. Bruce Bayne said it needs radios, water meters, hardware, software, project management, they also have certain accessories that go with the software and hardware. Warranty and installation of the hardware and software, training of City staff and training on Caselle to make sure that it integrates with the current billing system. He also added that currently with Ferguson the price for one water meter and one radio is just over \$300 and every household has to have them. The new system is \$130, so the City will see savings going into the future as well because we are not paying near as much for the initial set up of a radio and water meter. Council Member Garner asked if we will have extra units on hand for new construction. Bruce stated that we always have extra, we hold about 100 meters and when we drop down to 50 we purchase an additional 50 for residential. The bigger commercial meters we have just a few on hand.

Motion: Motion by Council President Kiser to approve awarding bid to Zenner USA for water metering and infrastructure system improvements, seconded by Council Member Huggins. Motion approved unanimously.

5. Consider ratifying Licensing Agreement with Drainage District No.2, Viper Investments, LLC and the City of Middleton. – Bruce Bayne

After a few comments (found in the Mayor Comments below) Mayor Rule at the suggestion of Council Member Tim O'Meara called the agenda item. Public Works Superintendent Bruce Bayne explained the need for the licensing agreement. As part of the work that is being done with Falcon Valley #7 a portion of the City water line has to be moved. Cory Barton (Viper Investments) will move that portion, but it has to be signed off by the City as it is a public City water line. Also, in a separate license agreement with Idaho Power, Idaho Power will run power to the Falcon Valley Booster Station. We need to get this license agreement ratified and put into place so that the water line can be

moved and Idaho Power can put the power in so the booster station can be functional. The agreement is with Drainage District #2 as well because they have a drain that runs north/south that is parallel to the boundary and because we are moving in their right-of-way, they want a licensing agreement between all of the groups.

1. **Motion:** Motion by Council President Kiser to ratify the Licensing Agreement with Drainage District No.2, Viper Investments, LLC and the City of Middleton. Seconded by Council Member Garner, approved unanimously.

Public Comments, Mayor Comments, Council Comments:

Mayor Rule said that we have been very busy at City Hall, there have been some changes with staff and the deputy clerks are working hard to get caught up. He still has visions of another planner, but that hasn't happened yet. He has asked that Becky and Bruce give a 5-year capital improvement plan. This was generated by a budgeting and planning meeting requested by the City financial consultant L.J. Waite. We are now having budgeting meetings to get all the departments 5-year plans in place. This will allow us to see where is the money going and what the needs are. He acknowledges that money is very tight and that everything has to be budgeted and saved for. He commended the staff for the job they are doing and said as the change in administration has brought some different ways to City Hall. We are trying to stabilize and see exactly where we are financially and it is taking some time, possibly several months to a year. But his hope is by the time this 5-year plan is in place council will be able to look at piece of paper and have a really good idea as to how things will probably roll out. As far as building, so far things have stayed the same. Some builders have pulled back, but permits are still being pulled. The impact fee committee is meeting and progressing and maybe by late summer or fall that will get done. He again commended City Hall and all department staff for doing a good job.

Council Member O'Meara said the Museum is getting its floor refinished. The original surface was not up to standards so they are removing it and replacing the floor with a new surface. The Greater Middleton Parks and Rec is working with the Library to facilitate moving the LAB into the Community Center and that was an open discussion in the last GMPRD board meeting. They would look to the City for a final agreement on how that move will work, but they are definitely trying to find space to move that facility into the Community Center. They are nearly complete with the sidewalk project at Hawthorne Park. Working with Bruce and Becky to complete the project from Highway 44 to the Nazarene Church at the far end of Hawthorne. He has spoken with Darrel at the City and he plans to approach the Mayor with plans to pave the bit of sidewalk at the church residence. Mayor Rule thanked him for working to make sure the Library programs have a place to go and said the City will do what we can to make sure that goes well and keep it healthy and working.

Adjourn: Mayor Rule adjourned the meeting at 7:29 p.m.

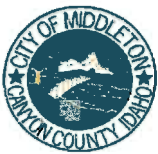
ATTEST:

Steven J. Rule, Mayor

Jennica Reynolds, Deputy Clerk
Minutes Approved: April 15, 2020



DRAFT

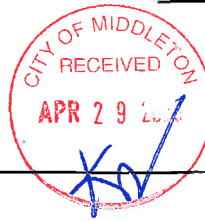


CITY OF MIDDLETON

PO Box 487, 1103 W. MAIN ST.,
MIDDLETON, ID 83644
208-585-3133, 208-585-9601 FAX
WWW.MIDDLETONIDAHO.US

ADMINISTRATION

BEER WINE
APPLICATION/LICENSE



YEAR June 1, 2020 - May 31, 2021
New License
Renewal
SALE FOR ON-PREMISE CONSUMPTION
() BEER (\$200.00)
() WINE (\$200.00)
SALE FOR OFF-PREMISE CONSUMPTION
(✓) BEER (\$50.00)
(✓) WINE (\$200.00)
OFFICE USE ONLY:
RECEIPT # 3101890
\$ 250.00
LICENSE # 1899

Applicant Name: Jacksons Food Stores, Inc

Business Name: Extra Mile #177

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

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

Business phone: 208-585-3761 Other Phone: 208-884-6658

Email address: cindy.burnett@jacksons.com

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

Date 3-12-20

Applicant Signature [Signature]

Print Name Cory Jackson

LICENSE
Application Approved by City Council on (date):
Application Denied:
License is hereby issued this ___ day of ___, 20__
City Clerk
Notes:

Idaho State Police

Cycle Tracking Number: 117757

Premises Number: 2C-94 Retail Alcohol Beverage License

License Year: 2021
License Number: 1899

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

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

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

Signature of Licensee, Corporate Officer, LLC Member or Partner

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

TOTAL FEE: \$150.00

JACKSONS FOOD STORES INC
EXTRA MILE #177
3450 E COMMERCIAL CT
MERIDIAN, ID 83642
Mailing Address

License Valid: 06/01/2020 - 05/31/2021

Expires: 05/31/2021

Director of Idaho State Police



2020-2021

RETAIL ALCOHOL BEVERAGE LICENSE

202027

CANYON COUNTY, ID
STATE OF IDAHO

This is to certify, that JACKSONS FOOD STORES INC

dba. EXTRA MILE #177

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

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

License valid until May 31, 2021

Signature of Licensee or Officer of Corporation

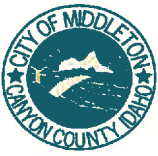
APPROVED by the Board of County Commissioners this 21st day of April, 2020

Mail To 3450 E COMMERCIAL CT, MERIDIAN, ID 83642

Clerk

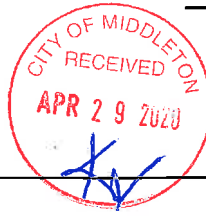
Chairman

(THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED)



CITY OF MIDDLETON

PO Box 487, 1103 W. MAIN ST.,
MIDDLETON, ID 83644
208-585-3133, 208-585-9601 FAX
WWW.MIDDLETONIDAHO.US



ADMINISTRATION
BEER WINE
APPLICATION/LICENSE

YEAR June 1, 2020 - May 31, 2021

- New License
Renewal

SALE FOR ON-PREMISE CONSUMPTION

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

SALE FOR OFF-PREMISE CONSUMPTION

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

OFFICE USE ONLY:

RECEIPT
310890
\$ 250.00

LICENSE
1610

Applicant Name: Jacksons Food Stores, Inc

Business Name: Jacksons #22

Business Address (Street/P O.Box/City/Zip): 7 E. Main St

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

Business phone: 208-585-2199 Other Phone: 208-884-6658

Email address: cindy.burnett@jacksons.com

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

Date 3-12-20

Applicant Signature [Signature]

Print Name Cory Jackson

LICENSE

Application Approved by City Council on (date):

Application Denied:

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

City Clerk

Notes:

Idaho State Police

Cycle Tracking Number: 117749

Premises Number: 2C-182 **Retail Alcohol Beverage License**

License Year: 2021

License Number: 1610

This is to certify, that Jackson's Food Stores Inc
doing business as: Jackson's Food Stores #22
is licensed to sell alcoholic beverages as stated below at:
7 E Main, Middleton, Canyon County

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

Signature of Licensee, Corporate Officer, LLC Member or Partner

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

TOTAL FEE: \$150.00

JACKSON'S FOOD STORES INC
JACKSON'S FOOD STORES #22
3450 COMMERCIAL CT
MERIDIAN, ID 83642
Mailing Address

License Valid: 06/01/2020 - 05/31/2021

Expires: 05/31/2021



[Handwritten signature]
Director of Idaho State Police

2020-2021

RETAIL ALCOHOL BEVERAGE LICENSE

202010

CANYON COUNTY, ID
STATE OF IDAHO

*This is to certify, that JACKSON'S FOOD STORES INC
dba: JACKSON'S FOOD STORES #22*

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

Beer	Bottled or canned, consumed OFF premises	\$25 00
Wine	WINE Retail: (This is for OFF premises consumption only)	\$100 00

License valid until May 31, 2021

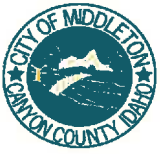
APPROVED by the Board of County Commissioners this 21st day of April, 2020
Mail To: 3450 COMMERCIAL CT, MERIDIAN, ID 83642

Signature of Licensee of Office of Corporation

Chris Jovanovits
Clerk

Will Wee
Chairman

(THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED)



CITY OF MIDDLETON

PO Box 487, 1103 W. MAIN ST.,
MIDDLETON, ID 83644
208-585-3133, 208-585-9601 FAX
WWW.MIDDLETONIDAHO.US

ADMINISTRATION

BEER WINE
APPLICATION/LICENSE



YEAR June 1, 2020 - May 31, 2021
New License
Renewal
SALE FOR ON-PREMISE CONSUMPTION
BEER (\$200.00)
WINE (\$200.00)
SALE FOR OFF-PREMISE CONSUMPTION
BEER (\$50.00)
WINE (\$200.00)
OFFICE USE ONLY:
RECEIPT # 3.101884 \$ 400.00
LICENSE # 23967

Applicant Name: Jamie Tsai

Business Name: Tsai's Kitchen

Business Address (Street/P.O.Box/City/Zip): 7 S. Hawthorne Ave. Middleton 83644

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

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

Email address: tsaiskitchen@gmail.com

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

4/25/2020
Date

Jamie L Tsai
Applicant Signature

Jamie L Tsai
Print Name

LICENSE
Application Approved by City Council on (date):
Application Denied:
License is hereby issued this ___ day of ___, 20___.
City Clerk
Notes:

Idaho State Police

Retail Alcohol Beverage License

Premises Number: 2C-23967

License Year: 2021

This is to certify, that CJTSAI LLC

License Number: 23967

doing business as: Tsai's Kitchen

is licensed to sell alcoholic beverages as stated below at:

7 S Hawthorne, Middleton, Canyon County

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

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

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

Signature of Licensee, Corporate Officer, LLC Member or Partner

<p>CJTSAI LLC TSAI'S KITCHEN 7 S HAWTHORNE MIDDLETON, ID 83644 Mailing Address</p>
--

TOTAL FEE: \$150.00

License Valid: 06/01/2020 - 05/31/2021

Expires: 05/31/2021



Director of Idaho State Police

2020-2021

RETAIL ALCOHOL BEVERAGE LICENSE
CANYON COUNTY, ID
STATE OF IDAHO

20203

This is to certify, that *CJTSAL LLC*

dba: TSAI'S KITCHEN

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



License valid until May 31, 2021

Beer	Bottled or canned, consumed ON premises	\$75.00
Wine	WINE by the drink: (This covers Retail & By the Drink)	\$100.00

Jimmy Dai
Signature of Licensee or Officer of Corporation

APPROVED by the Board of County Commissioners this 11th day of April, 2020
Mail To: 7 S HAWTHORNE, MIDDLETON, ID 83644

Chris Demarest
Clerk

Jimmy Dai
Chairman

(THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED)

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

Receipt No: 3.101884 Apr 27, 2020

CJTSAI, LLC

Previous Balance: .00
GENERAL FUND
CITY LIQUOR LICENSE - 400.00
RENEWAL

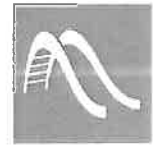
Total: -----
400.00
=====

SunWest
Check No: 1280 400.00
Total Applied: 400.00

Change Tendered: -----
.00
=====

04/27/2020 2:27 PM

Garrett & Company, Inc.
P.O. Box 57426
Murray, UT 84123
(801) 265-8443
garrettandcompany.com



QUOTE

ADDRESS

Middleton City
Rubber-Jungle Mix

QUOTE # 1388

DATE 04/14/2020

EXPIRATION DATE 07/03/2020

PROJECT

19157-ID Middleton

ITEM	DESCRIPTION	QTY	AMOUNT
1004 Surfacing	Bonded Rubber Mulch, Rainbow, Red/Green/Yellow. (3,000 SF Total, 1,623 sq ft @ 4' fall and 1,377 sq ft @ 8' fall), Aromatic Binder (D) MR-1165, 3,800#	1	31,950.00

Prices include freight, but do not include required compacted stone base.

TOTAL

\$31,950.00

This quote is based on current information about the project requirements. Actual cost may change once project elements are finalized. You will be notified of any changes in cost prior to them being incurred.

Please review and send approved quote to
angela@garrettandcompany.com

Accepted By

Accepted Date

RECREATION TODAY
OF IDAHO, LLC



Our Project Is Your PLAYGROUND

Recreation Today
2414 E Railroad Street
Nampa ID 83687
Office 208 442-9350
Toll 800 481-8705
Fax 208 442-9351

customerservice@rectoday.net

Quote

Date	Quote #
4/30/2020	20264

Customer Billing Information

City of Middleton

Ship To Location

Project/Job	Payment Terms	Rep	State
	Prepaid	KNH	ID

Qty	Description	Unit Price	Amount
1	Quotation Summary: Supply of Bonded Mulch rubber surfacing product (raw materials only)		
3,000	RTP Bonded Rubber Mulch Safety Surfacing -ASTM F-1292-96 and ASTM F-1951-99 and standard specifications for impact Attenuation of Safety Surface Systems under and around playground equipment Color: Jungle Turf 3,000 sq ft 4.0" depth pour = 540 bags mulch 11.5 drums of binder	10.54	31,620.00
1	Freight Charges (Subject to Change) (32,400#)full load to site All diminsions and total square foot determined by purchaser calculations are base on 3,000 sq ft 4" depth RTI is not responsible miscalculations of over pour or poor prep issues.	5,400.00	5,400.00
All Pricing Good for 30 Days. 50% deposit due on all equipment and freight, balance of equipment and freight due prior to delivery or installation on all orders. Payment Options: Check, ACH or Credit Card – a 3% processing fee will apply on all credit card orders. License Numbers: ID REC-31831 - OR 212128 WA RECRET184500		Subtotal	\$37,020.00
		Sales Tax (6.0%)	\$0.00
		Total	\$37,020.00

- ~This "Quotation becomes a Sales Agreement and Contract only upon receipt by Merchant prior to expiration date of the signed copy by fax, mail, or hand delivery accompanied with a deposit in the amount shown above. Public entities may provide a Purchase Order in Lieu of a deposit.
- ~Payment of any amount invoiced is due upon delivery to the site, storage area or Merchants Storage yard: all payments are due at Merchant's address in Nampa Idaho as shown above. A finance charge of 1.5% per month will be charged on any unpaid balance which become past due with a minimum finance charge of \$1.00.
- ~Sales/Use Tax will be charged unless buyer provides a State of Idaho Tax Exemption Certificate at the time the order is placed.
- ~Applicable Manufacture's warranties apply on all products delivered. No additional warranties, express or implied, by Merchant or otherwise shall be in effect.
- ~Merchant disclaims all warranties express or implied including, but not limited to the implied warranties of merchantability and fitness for a particular purpose.
- ~Merchant will not be responsible for delays or damages due to government actions, state of war, civil unrest, strikes, and delays in production, delays by carriers, acts of god, or other causes beyond the control of the Merchant.
- ~This Agreement shall be governed by the laws of the State of Idaho. Merchant may subcontract or delegate its duties of performance to any reasonably qualified party. Signatures hereafter constitute an agreement to the terms and conditions as noted above.

Accept this quotation, sign and return: _____ Date: _____



www.asphaltsystemsinc.com

801-972-2757

Commercial / Agency Quote

Date	Expires*	Prepared By	Quote ID #
4/20/20	5/15/20	Name: Mark LaBelle Phone:	

* Price quoted is valid for 60 days. After 60 days, ASI may increase price if required by increased costs to ASI.

Company Name	Middleton City
Contact Name	Darrel Gehring, Street Supt.
Contact Phone	208-631-5639
Contact Email	dgehring@middletoncity.com
Project Name	Middleton City – GSB 88 - 2020
Est. Project Dates	June 11 & 12, 2020
Est. Gallons	8,640 gallons

*\$32,659.20 + demurrage
BLC \$1200.00
3.78 x 8640 =
32,859.20
see email*

Item	GSB-88, 1:1, with 1% polymer
Price	\$3.78 per gallon. Includes all oil, freight and spreading costs.

All pricing above is FOB plant and subject to the following:

1. Price quoted is valid for 60 days. ASI will seek to maintain price for longer than 60 days but may increase price after 60 days if required by increased costs to ASI.
2. Contractor will provide ASI a minimum of 14 working days between the date of the order and the date of pickup. Delivery of orders with less than 14 working days' notice may be subject to delayed shipment due to production schedules.
3. Assignment of product ownership from ASI to customer takes place when product transfers from plant to shipping container.
4. Freight: Shipping is the responsibility of the contractor.
5. All short- and long-term product storage is the responsibility of the contractor.
6. ASI will only certify products manufactured, diluted & mixed at our designated facilities.
7. Customers storing products in bulk or diluting and mixing them for specific projects are responsible for material certifications.
8. The performance and safety of all products is dependent upon handling, storage and application in strict compliance with the SDS and technical data sheet, ASI's Best Practices Manual, and the particular project specifications

9. While ASI will assist in facilitating the resolution of any disputes about the performance of services by the freight company and/or the applicator company, it is understood and agreed that the freight company and/or the applicator company will be liable for all costs arising from or related to any deficiency in performance of their services.
10. No credit will be given for returned diluted materials. Restocking fee for returned product will be assessed at 10% of the returned product (based on testing).

Terms Understood and Accepted by:

Name:		Signature:	
Company:		Date:	



NORTHWEST TRAFFIC SERVICES



208-462-2289 www.nwtrafficservices.com
PO Box 15248, Boise, ID 83715

BID/QUOTE

DATE 2-24-20

PROJECT: CITY OF MIDDLETON FLAGGING

PROJECT NUMBER:

PAY ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1	FLAGGING DAILY (12 FLAGGERS)	2	DAY	\$4,320.00	\$8,640.00

- *FLAGGING DAILY INCLUDES MOBILIZATION, SIGNS, AND DEVICES TO MEET MUTCD STANDARDS
- *FLAGGING DAILY WILL BE A MINIMUM OF 2 HRS AT \$45 PER HOUR PER FLAGGER
- *FLAGGING DAILY INCLUDES TWELVE FLAGGERS FOR 8 HOURS PER DAY. ALL FLAGGING OVER 96 HOURS PER DAY WILL BE CHARGED AT \$34.50 PER HOUR PER FLAGGER
- *ADDITIONAL FLAGGERS PER DAY WILL BE CHARGED AT \$360 PER DAY PER FLAGGER
- *SIDEWALK, SHOULDER AND ROAD CLOSURE ITEMS ARE BLOCK TO BLOCK PER SPECIFIC LOCATION
- *BID DOES NOT INCLUDE SALES TAX
- *IF REQUIRED, PRIMARY/NON-CONTRIBUTORY/WAIVER OF SUBROGRATION INSURANCE AND ENDORSEMENTS WILL COST AN ADDITIONAL \$700.00

SINCERELY

JODY SOUTH - PROJECT MANAGER/ESTIMATOR

CELL 208-462-2289

EMAIL jodynwts@gmail.com

ASPHALT SYSTEMS INC.

PRICE ESTIMATE

Middleton City

February 19, 2020

**** The below prices are "in place on ground", and include all: oil, freight and spreading. They are based on a 38 ton tanker load, and using a spreader for a full day.**

GSB-88: (Gilsonite Sealer Binder)

- (Option 1): GSB-88 1:1 = \$3.38 per gallon
 - With a 38 ton load, we can get approx. 9,100 gallons on each load
 - Using a shot rate of .12, this would cover approx. 75,833 SY
 - This translate into a "per yard cost" of = \$.41 – a great value
 - 9,100 gallons, @ \$3.38/gal equals a Grand Total = \$30,758.00
-
- ⊗ • (Option 2): GSB-88, 1:1 w/1% polymer added = \$3.63 per gallon
 - With a 38 ton load, we can get approx. 9,100 gallons on each load
 - Using a shot rate of .15, this would cover approx. 60,666 SY
 - This translate into a "per yard cost" of = \$.55
 - 9,100 gallons, @ \$3.63/gal equals a Grand Total = \$33,033.00

**** GSB-88 is a Gilsonite-based emulsion that enhances, seals, and extends the life of asphalt. It helps mitigate the surface oxidation and moisture damage to asphalt by reintroducing the essential binders to the pavement.**

It's a great product to use as a fog over new chipseals, and treat pavements from new to fair condition.

**** Expected service life for a GSB-88 treatment should be 4 – 5 years, based on having 1% polymer and heavier shot rate.**

PASS: (Polymer Asphalt Surface Sealer)

- PASS = \$4.18 per gallon
- With a 38 ton tanker load, we can get approx. 9,100 gallons on each load
- Using a shot rate of .45, this would treat approx. 20,222 SY
- This translate into a “per SY cost” of = \$1.89 (for oil only, does not include chips)
- 9,100 gallons, @ \$4.18/gal equals a Grand Total of = \$38,038.00

**** PASS is a great product for pavement rehabilitation. Its cheaper than a new asphalt overlay or reconstruction. Because of the polymer and rejuvenating properties in PASS it can repair and seal roads that are to the point of needing to be replaced, showing signs of cracking, raveling, or more severe deterioration. Its unique polymer helps prevent future reflective cracking. It also doubles as a crack-sealer, saving significant time & expense.**

**** Expected service life for a PASS treatment should be 6 – 8 years**

GSB-FRICTION SEAL: (A ONE STEP PROCESS)

- The cost per SY for friction seal includes the oil & crushed chip
- Cost per SY can vary depending on type of job and amount treated

**** Friction Seal can be used on older pavements to provide a more substantial seal. it is a “one step process”, which means, it does not require the use of a chip spreader, trucks, rollers, or post-sweeping. It improves surface friction, and will not crack or delaminate. Eliminate buildup along curb like the standard chipseal.**

**** Expected service life for a Friction Seal treatment should be 6 – 8 years**

2020 ~~Chip Seal~~ Seal coat.

Street Name	Length(ft.)	Width (ft)	Area (sq. ft.)	SQ. YDS
E. 1st Street	895.7962	36	32248.7	3583.18
E. 2nd Street	885.68	36	31884.8	3542.75
Foote Ave	558	36	20122.5	2235.83
Ivy Ave.	340.68	36	12264.7	1362.74
Jasper Ave.	1513.01	24	36311.1	4034.55
N. Paradise	326.78	36	11764.2	1307.12
N. Picadilly	335.12	36	12064.5	1340.5
N. Viking	668.89	36	24080.2	2675.57
Nelson CT.	300.6	36	10821.8	1202.42
S. Picadilly	843.2	36	30355.3	3372.81
S. Viking	166.2	36	5983.3	664.8
W. 2nd St.	1313.03	36	47269.2	5252.14
W. 1st St.	1337	36	48132	5348
3rd St.	892.59	36	32133.6	3570.4
Concord	2521.14	34	85718.76	9524.3
Willow Ave.	1212.7	18	21828.6	2425.4
9th St.	1460.8	28	40902.4	4544.71
Minot	856.3	22	18838.6	2093.17
TOTAL			522724.37	58081.43
3,427.51/3.11 miles				
Oil Option 2	\$33033.00	32,689. + 1,200		
Traffic control	\$8640.00			
2days @\$4320 per day				
Restriping	\$4000.00	curtis clean sweep		
Total	\$45,673			

46,499



PROPOSAL

P.O. Box 44112 Boise, ID 83711
PHONE: (208)343-7600
FAX: (208)343-2159

Idaho Public Works - 13294-A-4 (09950, 02761, 02785, 01570, 18800, 02890)
Oregon Construction License - 129615
DBE Authority - 49 CFR 26
RCE - 1922

PROPOSAL SUBMITTED TO City of Middleton	PHONE (208) 631-5639	DATE 5/4/2020
STREET 6 N Dewey St	JOB NAME 2020 Sealcoat Roadway Markings	
CITY, STATE, ZIP CODE Middleton, Idaho 83644	JOB LOCATION Middleton, Idaho	
CONTACT Darrel	PROJECT NO. n/a	

BASE BID

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
1	4" WIDE PAINTED MARKINGS	7,800.0	LNFT	\$0.15	\$1,170.00
2	24" THERMOPLASTIC STOP BAR MARKINGS	472.0	SQFT	\$7.50	\$3,540.00
3	24" THERMOPLASTIC CROSSWALK BAR MARKINGS	846.0	SQFT	\$7.50	\$6,345.00
4	8' THERMOPLASTIC BUMP MARKINGS	10.0	EA	\$275.00	\$2,750.00
5	THERMOPLASTIC STRAIGHT LEFT TURN ARROWS	3.0	EA	\$350.00	\$1,050.00
6	THERMOPLASTIC RIGHT TURN ARROW	4.0	EA	\$200.00	\$800.00
7	THERMOPLASTIC LEFT TURN ARROW	1.0	EA	\$200.00	\$200.00
8	4" PAINTED PARKING STALLS	700.0	LNFT	\$0.25	\$175.00
9	PAINTED 4' X 4' ADA SYMBOLS	2.0	EA	\$18.00	\$36.00
10	MOBILIZATION	1.0	LS	\$500.00	\$500.00

SPECIAL NOTES

- This bid may expire if notice of intent is not given within 10 days of the bid opening.
- This bid excludes business signs, testing, and traffic control.
- These prices reflect all line items as a total package and cannot be broken up individually.
- Obliteration of pavement markings excludes fog seal and any damage caused to joint sealant.
- Bid Bond not included in price. If required add 3% to overall quote total.
- General contractor responsible for layout of all lines, crosswalks, stop bars, and symbols. Layout of lines must consist of a control point every 50 ft on a tangent, and every 25 ft on a curve. All layout must be approved before we can proceed with any striping. Please plan accordingly.
- Striping prices do not include obliteration, preparation, cleaning or brooming of surfaces, or layout for control points of lines.
- Prices exclude any and all traffic control.
- Delays or layout of control points shall be charged an hourly rate of \$250.00/hr per crew.
- This is a unit price proposal. This contract is based on estimated quantities. Actual payment will be based on final quantities completed.
- Work cannot be guaranteed unless performed at specified minimum temperatures.
- Due to the instability of the traffic paint industry with the associated price increases and material shortages, Curtis Clean Sweep Inc reserves the right to adjust the pricing for the pavement marking products quoted above as we receive these increases. In the event that traffic paint becomes unavailable, Curtis Clean Sweep Inc will be held harmless.

We propose hereby to furnish material and labor - complete in accordance with the above specification's for the sum of: **\$16,566.00**

Payment is to be made as follows: **UPON INVOICE**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature:

CORY ZUBIZARETA

Note: This proposal will be withdrawn by us if not accepted within 10 days.

Acceptance of Proposal - The prices, specifications and conditions are satisfactory and are here by accepted. You are authorized to do the work as specified. Payment will be made as specified above

SIGNATURE: _____

DATE: _____



ESTIMATE

279 Explorer St.,
 Middleton, ID 83644
 Phone 208-230-3434

DATE: 4/27/2020

ATTENTION:
 City of Middleton
 1103 West Main St., Middleton ID 83644
 208-585-3133

FOR:
POLICE DEPT.

DESCRIPTION	MATERIALS	LABOR	AMOUNT
Frame Interior Walls.	\$2,130.39	\$500.00	\$2,730.39
Insulate, Drywall, Tape and Texture Newly Constructed Walls and Ceilings.	\$6,319.93	\$500.00	\$6,819.93
Install Doors and Window Newly Constructed Walls.	\$1,400.00	Included	\$1,400.00
Remove 2 Existing Doors, Frame in Openings and Drywall.	Included	Included	\$0.00
Add, Remove and Move Electrical. See Attached Bid.	Included	\$5,217.64	\$5,217.64
Add, Remove and Move HVAC.	Included.	\$2,850.00	\$2,850.00
Install Level 1 36"x48" Transaction Window.	\$2,267.00	Included	\$2,267.00
Primer and Paint Newly Constructed Walls.	\$585.00	\$1,000.00	\$1,585.00
Miscellaneous Materials. Nails, Screws, Glue, Sealants etc.	\$200.00	N/A	\$200.00
Reinstall T Bar Ceiling around Newly Constructed Walls.	\$50.00	Included	\$50.00
Additional Costs: Drywall Lift Rental Fee.	\$148.00	N/A	\$148.00
Total for Labor and Materials:	\$12,952.32	\$10,067.64	\$23,019.96
		TOTAL AMOUNT DUE	\$23,167.96

Payable to 360 Home Improvements LLC
 Total due within 10 days of completion. Overdue accounts subject to a service charge of 10% per week.
 Pricing may vary due to unforeseen issues with material costs and/or hidden issues during the job. Haul away extra.
 Materials costing over \$100.00 must be paid up front prior to start of job.
 *Labor rate based on two city employees performing most of the labor. Substantial increase without.

THANK YOU FOR YOUR BUSINESS!



Axon Enterprise, Inc.
 17800 N 85th St
 Scottsdale, Arizona 85255
 United States
 Phone: (800) 978-2737

Q-252372-43943.693CM

Issued: 04/22/2020

Quote Expiration: 06/30/2020

Account Number: 472380

Payment Terms: Net 30
 Delivery Method: Fedex - Ground

SHIP TO

Alan Takeuchi
 Middleton Police Department - ID
 1103 W Main St.
 Middleton, ID 83644
 US

BILL TO

Middleton Police Department - ID
 1103 W Main St.
 Middleton, ID 83644
 US

SALES REPRESENTATIVE

Claudia Mendiola
 Phone: 480-681-0797
 Email: cmendiola@axon.com
 Fax:

PRIMARY CONTACT

Alan Takeuchi
 Phone: (208) 585-2320
 Email: atakeuchi@middletoncity.com

Year 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	9	0.00	0.00	0.00
73840	EVIDENCE.COM BASIC ACCESS LICENSE	60	9	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	3	0.00	0.00	0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60	1	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	200	0.00	0.00	0.00
Hardware						
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		1	43.90	43.90	43.90
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK		10	522.00	172.00	1,720.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		11	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM		10	0.00	0.00	0.00
74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2		1	1,563.00	1,563.00	1,563.00
87064	TECH ASSURANCE PLAN BODY 2 CAMERA WARRANTY	60	10	0.00	0.00	0.00
87065	TECH ASSURANCE PLAN BODY 2 CAMERA PAYMENT	12	10	252.00	252.00	2,520.00
87054	TECH ASSURANCE PLAN 6-BAY BODY 2 DOCK WARRANTY	60	1	0.00	0.00	0.00

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
87055	TECH ASSURANCE PLAN 6-BAY BODY 2 DOCK PAYMENT	12	1	354.00	354.00	354.00
Other						
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	9	180.00	180.00	1,620.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	1	468.00	468.00	468.00
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	12	200	4.80	4.80	960.00
Services						
80146	VIRTUAL BODYCAM STARTER		1	1,000.00	1,000.00	1,000.00
					Subtotal	10,248.90
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	10,248.90

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87065	TECH ASSURANCE PLAN BODY 2 CAMERA PAYMENT	12	10	252.00	252.00	2,520.00
87055	TECH ASSURANCE PLAN 6-BAY BODY 2 DOCK PAYMENT	12	1	354.00	354.00	354.00
Other						
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	9	180.00	180.00	1,620.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	1	468.00	468.00	468.00
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	12	200	4.80	4.80	960.00
					Subtotal	5,922.00
					Estimated Tax	0.00
					Total	5,922.00

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87065	TECH ASSURANCE PLAN BODY 2 CAMERA PAYMENT	12	10	252.00	252.00	2,520.00
87055	TECH ASSURANCE PLAN 6-BAY BODY 2 DOCK PAYMENT	12	1	354.00	354.00	354.00
Other						
73309	AXON BODY CAMERA REFRESH ONE		10	0.00	0.00	0.00
73689	MULTI-BAY BWC DOCK MID REFRESH		1	0.00	0.00	0.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	9	180.00	180.00	1,620.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	1	468.00	468.00	468.00
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	12	200	4.80	4.80	960.00
					Subtotal	5,922.00
					Estimated Tax	0.00
					Total	5,922.00

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87065	TECH ASSURANCE PLAN BODY 2 CAMERA PAYMENT	12	10	252.00	252.00	2,520.00
87055	TECH ASSURANCE PLAN 6-BAY BODY 2 DOCK PAYMENT	12	1	354.00	354.00	354.00
Other						
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	9	180.00	180.00	1,620.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	1	468.00	468.00	468.00
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	12	200	4.80	4.80	960.00
					Subtotal	5,922.00
					Estimated Tax	0.00
					Total	5,922.00

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87065	TECH ASSURANCE PLAN BODY 2 CAMERA PAYMENT	12	10	252.00	252.00	2,520.00
87055	TECH ASSURANCE PLAN 6-BAY BODY 2 DOCK PAYMENT	12	1	354.00	354.00	354.00
Other						
73310	AXON BODY CAMERA REFRESH TWO		10	0.00	0.00	0.00
73688	MULTI-BAY BWC DOCK FINAL REFRESH		1	0.00	0.00	0.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	9	180.00	180.00	1,620.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	1	468.00	468.00	468.00
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	12	200	4.80	4.80	960.00
					Subtotal	5,922.00
					Estimated Tax	0.00
					Total	5,922.00
Grand Total						33,936.90

Discounts (USD)

Quote Expiration: 06/30/2020

List Amount	37,436.90
Discounts	3,500.00
Total	33,936.90

**Total excludes applicable taxes*


Summary of Payments

Payment	Amount (USD)
Year 1	10,248.90
Year 2	5,922.00
Year 3	5,922.00
Year 4	5,922.00
Year 5	5,922.00
Grand Total	33,936.90

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature:  Date: 4/25/20
Name (Print): ALAN TAREVCHI Title: CHIEF OF POLICE
PO# (Or write N/A): N/A

Please sign and email to Claudia Mendiola at cmendiola@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only		
		SFDC Contract #: Order Type: RMA #: Address Used: SO #:
Review 1	Review 2	
Comments:		

RESOLUTION 441-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIDDLETON, IDAHO, DECLARING CERTAIN BUSINESS PERSONAL PROPERTY AS OBSOLETE OR SURPLUS, AUTHORIZING AND DIRECTING SALE OR DISPOSAL OF SURPLUS PROPERTY.

RECITALS

WHEREAS, the City of Middleton, Idaho (the “City”) has acquired certain business personal property to conduct a municipality in the public interest according to state law; and

WHEREAS, items of the City’s business personal property listed on the attached Exhibit A have become worn out, obsolete or are no longer needed by the City; and

WHEREAS, it is cumbersome to the City and wasteful to own and not use the items; and

WHEREAS, the items are surplus and the City desires to dispose of them.

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

Section 1: The recitals are incorporated here as if restated in full.

Section 2: The items of business personal property on the attached Exhibit A are surplus.

Section 3: The City Administrator is authorized and directed to sell the surplus property at auction or, if unable to sell an item, donate it to a non-profit organization or otherwise dispose it.

Section 4: This Resolution shall be effective as of the date of its adoption.

PASSED BY COUNCIL, CITY OF MIDDLETON, IDAHO this 6th day of May, 2020.

CITY OF MIDDLETON

ATTEST:

Steven J. Rule, Mayor

Jennica Reynolds, Deputy City Clerk

Surplus from Storage Shed Council 5-6-2020

#1 – Workroom cabinet, missing top (1)

#2 – Cubicle Panels – (24)

#3 – Cubicle desktops (10) File drawers (3)

#4 – Overhead Wall Cabinets (8)

#5 – Library Rotating Shelves (6)

#6 – Doors (3 wood, 1 metal) Door frames (2)

#7 – Library high tables (4)

#8 – Metal Library Shelving

#9 – Office Décor (3)

#10 – Miscellaneous Police equipment old – Recommended be destroyed by Chief.

Jennica Reynolds

From: [REDACTED]
Sent: Friday, May 1, 2020 11:38 AM
To: Jennica Reynolds
Subject: Surplus



#3



#3



1



3



3



#2



#3



#3



#3



#7



#4



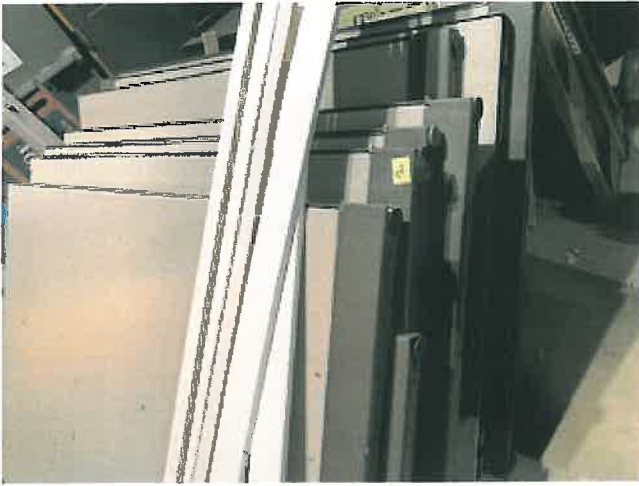
#4



#4



#4



#2



#3



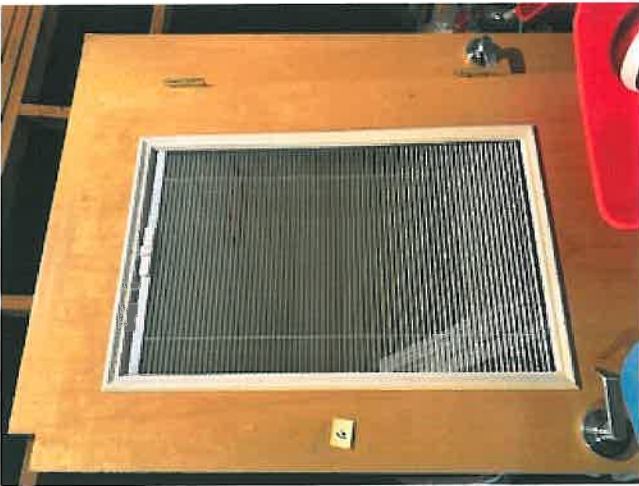
#3



#2



#2



#6



#6



#9



#3

Smiles 😊
Jennica Reynolds

Sent from my iPhone

Jennica Reynolds

From: Jennica Reynolds [REDACTED]
Sent: Friday, May 1, 2020 11:45 AM
To: Jennica Reynolds
Subject: Shelves



#5



#5



#5

Smiles 😊
Jennica Reynolds

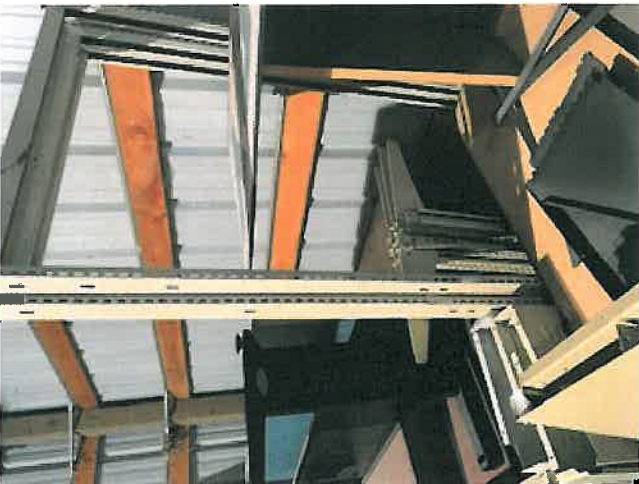
Sent from my iPhone

Jennica Reynolds

From: Jennica Reynolds [REDACTED]
Sent: Friday, May 1, 2020 12:07 PM
To: Jennica Reynolds
Subject: Library shelves



8



8

Smiles 😊
Jennica Reynolds

Sent from my iPhone



#10



#10



#10



Sawtooth Law Offices, PLLC

1101 W. River St., Ste. 110
Boise, ID 83702

**Invoice No.
12851**

Bill To:

City of Middleton
Attn: Bruce Bayne
P.O. Box 487
Middleton ID 83644

Invoice Date: 5/2/2020

Due Date: 5/17/2020

Project/Job: Sawtooth Lake Drive Crossing

Item	Date	Description	Hours/Qty	Rate	Amount
SBF	4/30/2020	Review of license agreement request and emails from Bruce Bayne and Pat Colwell; review and prepare license agreement for roadway crossing of Sawtooth Lake Drive across the Mill Slough; telephone conference with A. Funkhouser; email correspondence to Bruce Bayne and Pat Colwell.	2.00	225.00	450.00

Please contact us at (208) 629-7447 if you have questions or concerns about your account.

Secure online bill payment is available on our website.

Invoice Total \$450.00

Payments/Credits \$0.00

Balance Due \$450.00

Payment is due within 15 days. Any balance unpaid after 30 days is subject to a finance charge of 1.5% per month until paid.

www.sawtoothlaw.com

LICENSE AGREEMENT

LICENSE AGREEMENT, made and entered into this ____ day of _____, 2020, by and among DRAINAGE DISTRICT NO. 2, a drainage district organized and existing under and by virtue of the laws of the State of Idaho, hereinafter referred to as the "District", and

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

hereinafter referred to as the "Licensee",

W I T N E S S E T H:

WHEREAS, the District owns the drainage ditch or drain known as LAWRENCE KENNEDY DRAIN aka MILL SLOUGH (hereinafter referred to as "ditch or drain"), an integral part of the irrigation and drainage works and system of the District, together with the easement therefor to convey irrigation and drainage water, to operate, clean, maintain, and repair the ditch or drain, and to access the ditch or drain for those purposes; and,

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

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

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

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

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

A. Acknowledgment of the District's Easement.

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

B. Scope of License

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

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

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

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

C. Facility Construction, Operation, Maintenance and Repair

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

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

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

- a. a hazard to any person or property;

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

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

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

D. District's Rights Are Paramount

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

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

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

drain for the transmission of drainage water.

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

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

E. Applicable Law and Jurisdiction Unaffected.

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

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

F. Indemnification

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

G. Fees and Costs

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

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

H. Miscellaneous

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

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

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

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

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

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

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

See page 1 for Licensee

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

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

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

DRAINAGE DISTRICT NO. 2

By _____
Its President

ATTEST:

Its Secretary

STATE OF IDAHO)
) ss:
County of Ada)

On this ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Gary Olson and Mitch Coburn, known to me to be the President and Secretary, respectively, of DRAINAGE DISTRICT NO. 2, the drainage district that executed the foregoing instrument and acknowledged to me that such drainage district executed the same.

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

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

CITY OF MIDDLETON

By _____
Its _____

ATTEST:

Its _____

STATE OF IDAHO)
) ss:
County of Canyon)

On this ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, known to me to be the _____ and _____, respectively, of the CITY OF MIDDLETON, the entity that executed the foregoing instrument and acknowledged to me that such entity executed the same.

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

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

COMPASS LAND SURVEYING, P.L.L.C.

3818 E. Newby Street, Suite 103
Nampa, Idaho 83687

Telephone: (208) 442-0115
Fax: (208) 327-2106
Email: rgray.cls@gmail.com

Client: City of Middleton
Date: June 28, 2016
Job No.: 4716

PARCEL B PROPERTY DESCRIPTION

A parcel of land being a portion of Government Lot 3, Government Lot 4, Government Lot 5 and Government Lot 7 of Section 7 Township 4 North, Range 2 West, Boise Meridian and a parcel of land being a portion of Government Lot 1 of Section 12, Township 4 North, Range 3 West, Boise Meridian, City of Middleton, Canyon County Idaho, more particularly described as follows:

BEGINNING at a found 3 inch diameter brass disk marking the SW corner of said Government Lot 5, (West 1/4 corner of said Section 7), said corner bears S. 02° 24' 04" W., a distance of 1313.02 feet from a found 3 inch diameter brass cap marking the NW corner of Government Lot 5;

Thence along the west boundary of said Government Lot 5, N. 02° 24' 04" E., a distance of 430.24 feet to a point;

Thence leaving said west boundary of Government Lot 5, N. 86° 28' 19" E., a distance of 1099.02 feet to a point;

Thence S. 02° 06' 24" E., a distance of 583.09 feet to a point;

Thence S. 89° 43' 29" E., a distance of 151.27 feet to a found 5/8 inch diameter iron pin with no cap marking the west boundary of "Middleton Lakes Subdivision No. 2" as on file in Book 37 of Plats at Page 49 in the Office of the Recorder of Canyon County, Idaho.;

Thence along the west boundary of said "Middleton Lakes Subdivision No. 2" and along the west boundary of "Middleton Lakes Subdivision No. 4" as on file in Book 41 of Plats at Page 26 in the Office of the Recorder of Canyon County, Idaho, S. 01° 40' 02" W., a distance of 1549.46 feet to a point;

Thence leaving the west boundary of said "Middleton Lakes Subdivision No. 4", N. 89° 14' 43" W., a distance of 39.77 feet to a point marking the easterly boundary of said Government Lot 4;

Thence along the east boundary of said Government Lots 4 and 7, S. 01° 42' 05" W., a distance of 665.43 feet to a point;

Thence leaving said east boundary of Government Lot 7, N. 41° 56' 31" W., a distance of 1828.36 feet to a point marking the east boundary of Government Lot 1 of said Section 12;

Thence along the east boundary of said Government Lot 1, N. 02° 22' 26" E., a distance of 68.71 feet to a point;

Thence leaving said east boundary of Government Lot 1, N. 63° 32' 57" W., a distance of 216.47 feet to a point;

Thence N. 02° 22' 26" E., a distance of 172.02 feet to a point marking the centerline of the "Middleton Mill Slough";

Thence along the centerline of said slough, N. 84° 26' 31" E., a distance of 304.23 feet to a point;

COMPASS LAND SURVEYING, PLLC

City of Middleton-4716\Survey\Descriptions\Parcel B.doc

Page 2 of 2

Thence leaving the centerline of said slough, N. 00° 28' 09" E., a distance of 572.56 feet to a point marking the south boundary of said Government Lot 5;

Thence along the south boundary of said Government Lot 5, N. 89° 43' 29" W., a distance of 84.71 feet to the POINT OF BEGINNING.

This parcel contains 59.64 acres more or less.



EXHIBIT B
Crossing Location

See Exhibit D-1.

EXHIBIT C
Purpose of License

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

1. construct and install two 7' x 14' box culverts in the District's drain, including headwalls at each end;
2. construct and install a roadway, Sawtooth Lake Drive, including roadway improvements such as curb, gutter and sidewalks across and over the above-referenced box culverts and with the District's easement (the roadway crossings shall have curb cuts for the District's access from the roadways to the District's drain/easement);
3. within the roadway for Sawtooth Lake Drive, construct and install a water line under the District's drain (the water line shall be located a minimum of three feet (3') below the District's drain); and
4. within the roadway for Sawtooth Lake Drive, construct and install a 14" gravity irrigation pipe across and over the District's drain and within the District's easement (the gravity pipe will be attached to the above-referenced box culverts),

all within Licensee's property described in Exhibit A, located where Sawtooth Lake Drive crosses the District's drain in Middleton, Canyon County, Idaho. No other construction or activity is permitted within or affecting the drain or the District's easement.

EXHIBIT D
Special Conditions

a. The construction described in Exhibit C shall be performed in accordance with certain plans attached hereto as **Exhibit D-1** and by this reference incorporated herein. As part of the construction of the roadway, Licensee shall construct transitions from new improvements to the existing access roads for the District's use and access to the ditch or drain.

b. Licensee shall notify the superintendent of the District prior to and immediately after construction by contacting Allen Funkhouser at 208-571-3804 so that he or the District's engineers may inspect and approve construction.

c. Licensee shall be responsible for operation, maintenance, and repair associated with the drain which has been placed in pipe/culvert within the property described in Exhibit A, including rehabilitation or replacement of the pipe/culvert and headwalls and rehabilitation of the District's easement. Maintenance shall include, but not be limited to, the removal and disposal of silt, gravel, plant material, and all trash and debris which may accumulate in the pipe. Repairs shall include, but not be limited to, all repairs necessary to preserve the structural integrity and unobstructed flow of water through the drain and prevent the loss of water from the drain. If the Licensee shall fail in any respect to properly operate, maintain and repair such portion of the drain, then the District, at its option, and without impairing or in anyway affecting its other rights and remedies hereunder, shall have the right to perform the necessary maintenance and repairs and the Licensee agrees to pay to the District, on demand, the cost or expense which shall be reasonably expended or incurred by the District for such purposes. The District shall give reasonable written notice to the Licensee and allow Licensee a reasonable opportunity to perform the necessary maintenance and repairs or other work prior to the District's performing such maintenance, repair or other work except that in cases of emergency the District shall attempt to give such notice as reasonable under the circumstances. Nothing in this paragraph shall create or support any claim of any kind by Licensee or any third party against the District for failure to exercise the options stated in this paragraph, and Licensee shall indemnify, hold harmless and defend the District from any claims made against the District arising out of or relating to the terms of this paragraph except for claims arising solely out of the negligence or fault of the District.

d. Licensee acknowledges and agrees that should the encroachments need to be removed in order for the District to access, operate, maintain or repair the drain, it shall be Licensee's obligation and cost of removing or replacing the encroachments. Licensee further agrees that the District shall not be liable for any damages which shall occur to the improvements or other encroachments in the reasonable exercise of the rights of the District in the course of performance of maintenance or repair of the drain.

e. Licensee represents that Licensee has complied with all federal, state or other laws, rules, regulations, directives or other requirements in any form regarding environmental matters, and specifically those relating to pollution control and water quality, as may be applicable under the subject matter, terms or performance of this agreement broadly construed. Licensee recognizes its continuing duty to comply with all such requirements that now exist or that may be implemented or imposed in the future. By executing this agreement the District assumes no responsibility or liability for any impact upon or degradation of water quality or the environment resulting from the discharge or other activity by Licensee which is the subject of this agreement.

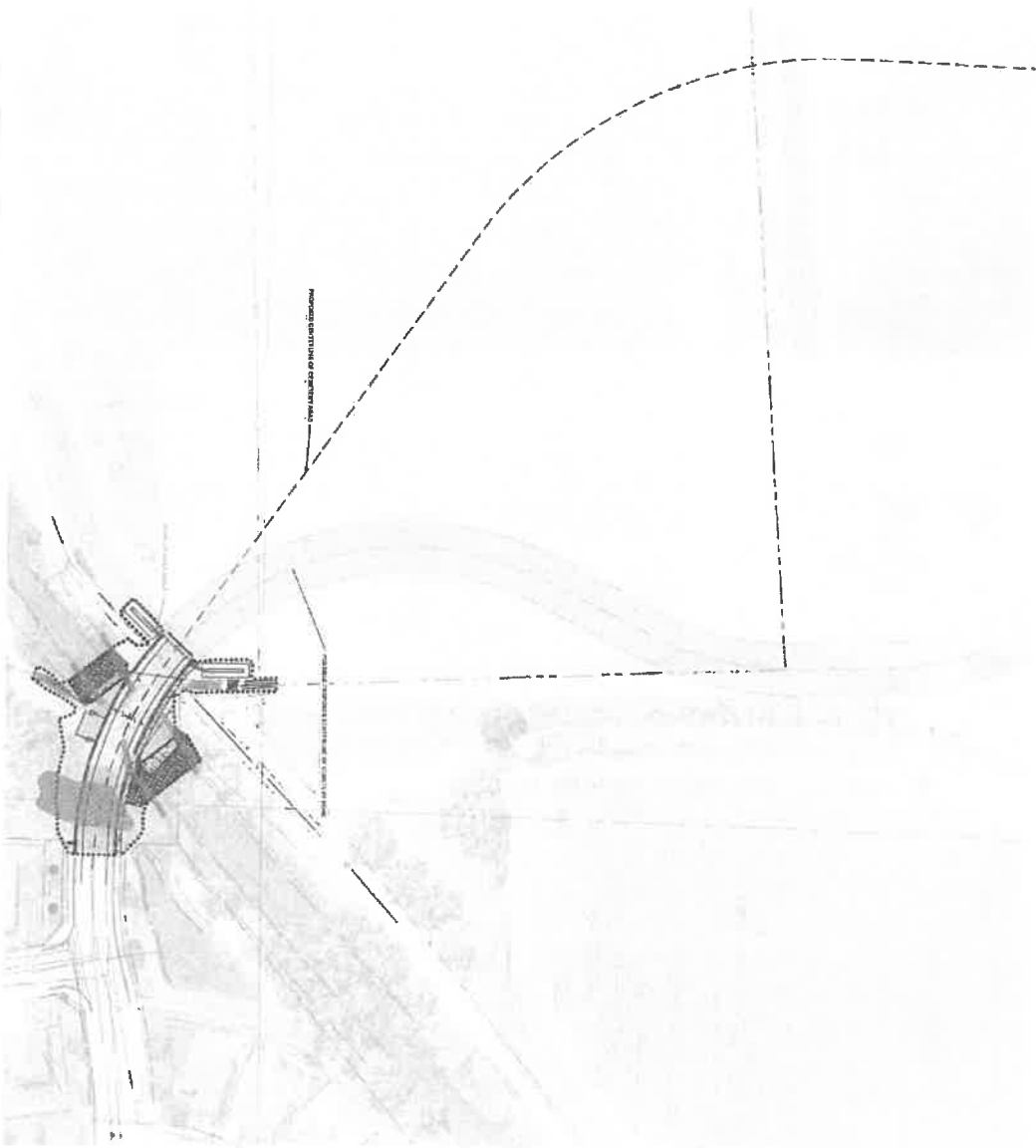
f. Licensee hereby indemnifies, holds harmless and shall defend the District from any and all penalties, sanctions, directives, claims or any action taken or requirement imposed by any party or entity, public or private, with respect to environmental matters relating to the subject matter, terms or performance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

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

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

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

2023 T-O ENGINEERS, THIS INSTRUMENT IS THE PROPERTY OF T-O ENGINEERS. ANY REPRODUCTION, REUSE OR MODIFICATION OF THIS INSTRUMENT OR ITS CONTENTS WITHOUT SPECIFIC WRITTEN PERMISSION OF T-O ENGINEERS IS STRICTLY PROHIBITED.



PROPERTY OF T-O ENGINEERS

T-O ENGINEERS
 CONSULTING ENGINEERS, SURVEYORS & PLANNERS
 222 W. BROADWAY SUITE 100
 HAWAII, IOWA 50607
 PHONE: 515-241-8200 WWW.T-O-ENGINEERS.COM
 BOBBI A. COOK & COLLEEN WALKER - MEMBERS OF THE
 NATIONAL PROFESSIONAL SURVEYING SOCIETY



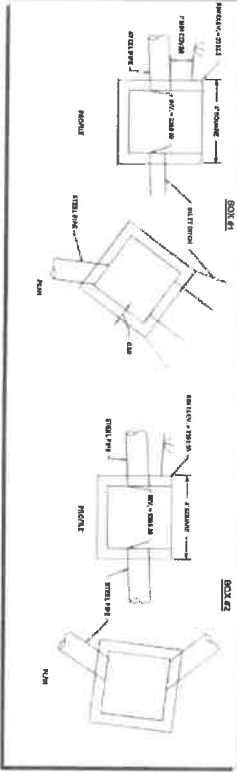
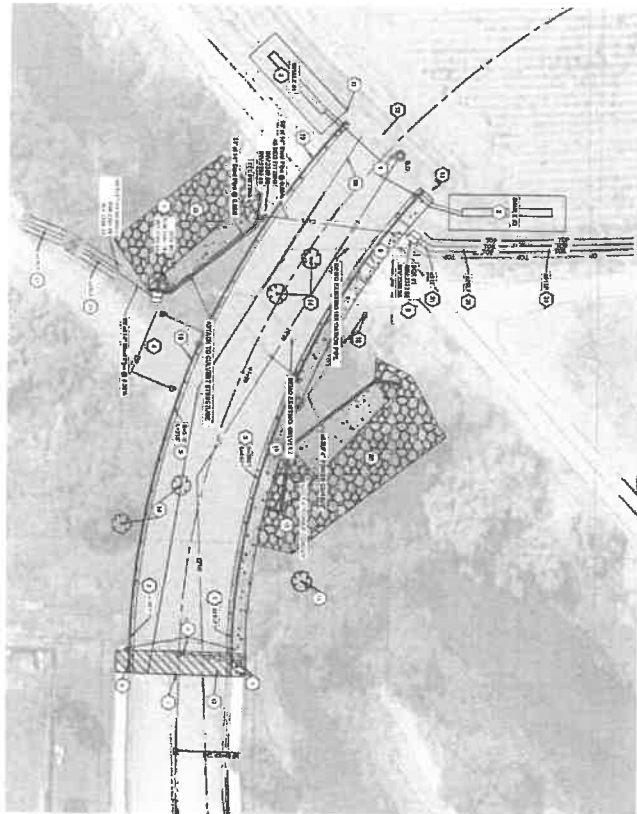
SHEET: C-1.0
 DATE: 08/15/23
 DRAWN BY: J. SCHMIDT
 CHECKED BY: J. SCHMIDT
 APPROVED BY: J. SCHMIDT

CONSTRUCTION DRAWINGS FOR:
SAWTOOTH LAKE DRIVE CROSSING
 SITE OVERVIEW

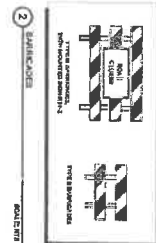
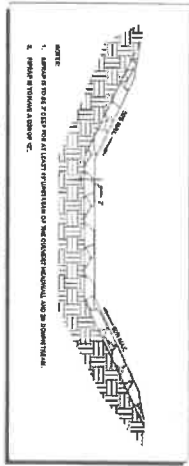
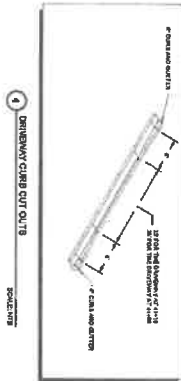
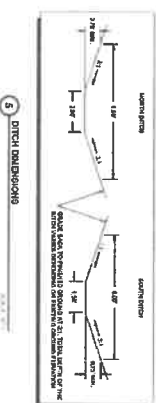
T-O ENGINEERS
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 222 W. BROADWAY SUITE 100
 HAWAII, IOWA 50607
 PHONE: 515-241-8200 WWW.T-O-ENGINEERS.COM
 BOBBI A. COOK & COLLEEN WALKER - MEMBERS OF THE
 NATIONAL PROFESSIONAL SURVEYING SOCIETY

NO.	REVISIONS	DATE	BY
1	ISSUE FOR PERMIT	08/15/23	J. SCHMIDT
2			
3			
4			
5			





- NOTES:**
1. ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED ARE IN FEET AND INCHES.
 2. EXISTING CONCRETE RETAINMENT WALL TO BE REPAIRED AND REFINISHED WITH NEW CONCRETE.
 3. NEW CONCRETE RETAINMENT WALL TO BE CONSTRUCTED AS SHOWN.
 4. EXISTING ASPHALT DRIVEWAY TO BE REPAIRED AND REFINISHED WITH NEW ASPHALT.
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 25. NEW ASPHALT DRIVEWAY TO BE CONSTRUCTED AS SHOWN.



CONSTRUCTION DRAWINGS FOR:
SAWTOOTH LAKE DRIVE CROSSING
 SITE PLAN

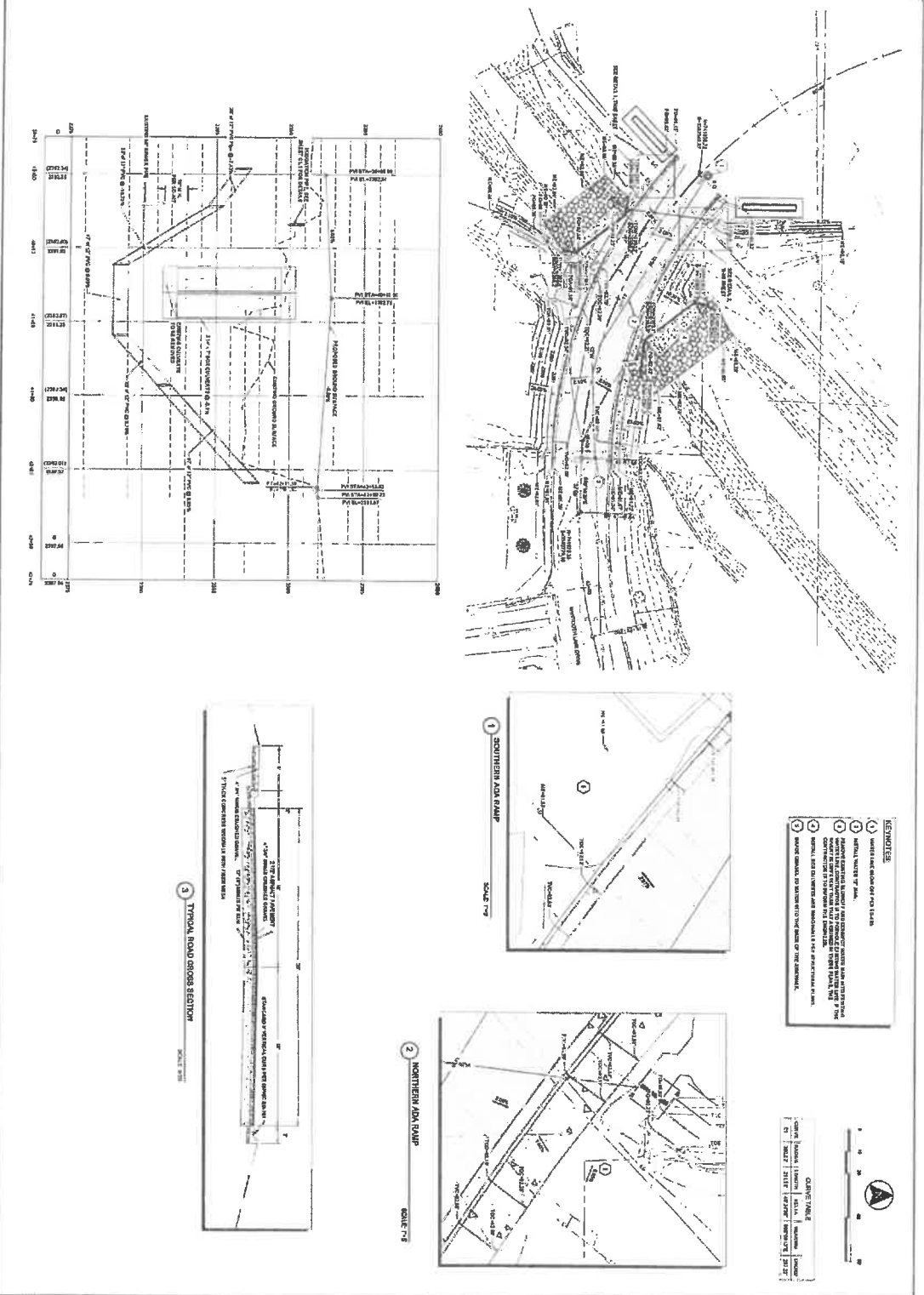
T-O ENGINEERS
 CONSULTING ENGINEERS, SURVEYORS & PLUMBERS
 312 N. BRIDGEMORE WAY
 SAULSBURY, IDAHO 83421
 PHONE: (208) 442-4302 WWW.T-OENGINEERS.COM
 BOB H. COBBY • DOUGLAS C. GARDNER • JAMES D. DEY
 MELISSA M. BARR • STEVE L. CLARK

NO.	REVISIONS	DATE	BY

DRAFT

APPROVED BY:
 BOB H. COBBY
 DOUGLAS C. GARDNER
 JAMES D. DEY
 MELISSA M. BARR
 STEVE L. CLARK

DATE: 10/15/2020
 DRAWN BY: J. CLARK
 CHECKED BY: P. COOPER
 APPROVED BY: BOB H. COBBY
 SCALE: AS SHOWN
 SHEET: C1.1



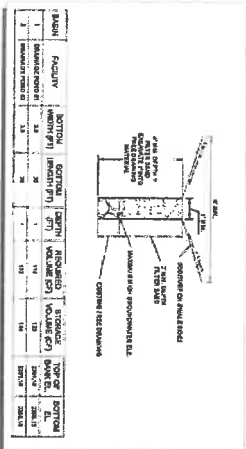
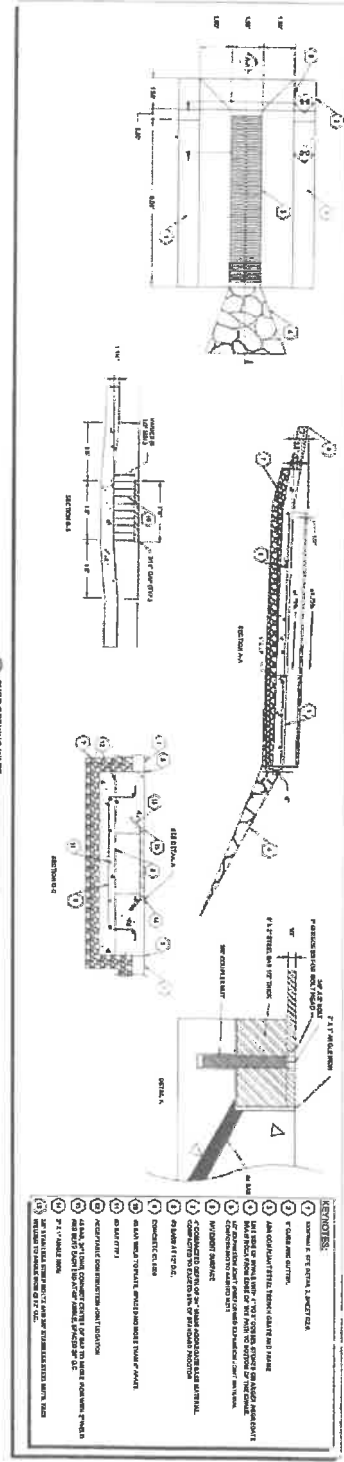
CONSTRUCTION DRAWINGS FOR:
SAWTOOTH LAKE DRIVE CROSSING
PLAN AND PROFILE

T-O ENGINEERS
 CONSULTING ENGINEERS, SURVEYORS & PLANNERS
 202 N. BROADWAY EAST
 RANCHO LAKE, IDAHO 83427
 PHONE: 208-464-0400 WWW.T-O-ENGINEERS.COM
 8088 E. FRANKLIN AVENUE
 SUITE 100 • RENO, NV 89502

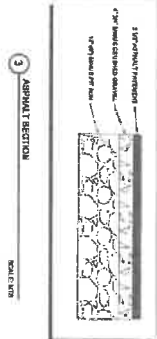
NO.	DESCRIPTION	DATE

DRAFT

DATE: 08/11/2020
 DRAWN BY: J. HARRIS
 CHECKED BY: J. HARRIS
 PROJECT: C2.0



2. MODIFIED CITY OF MIDDLETON ROADSIDE SWALE CROSS SECTION SCALE: 1/8\"/>



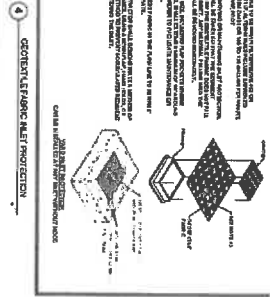
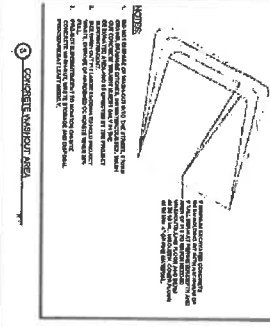
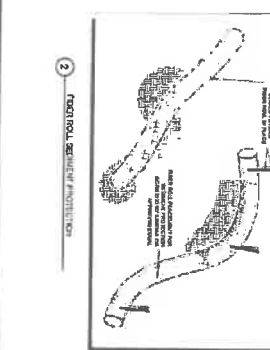
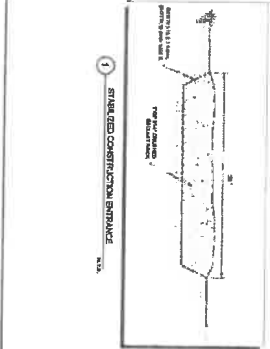
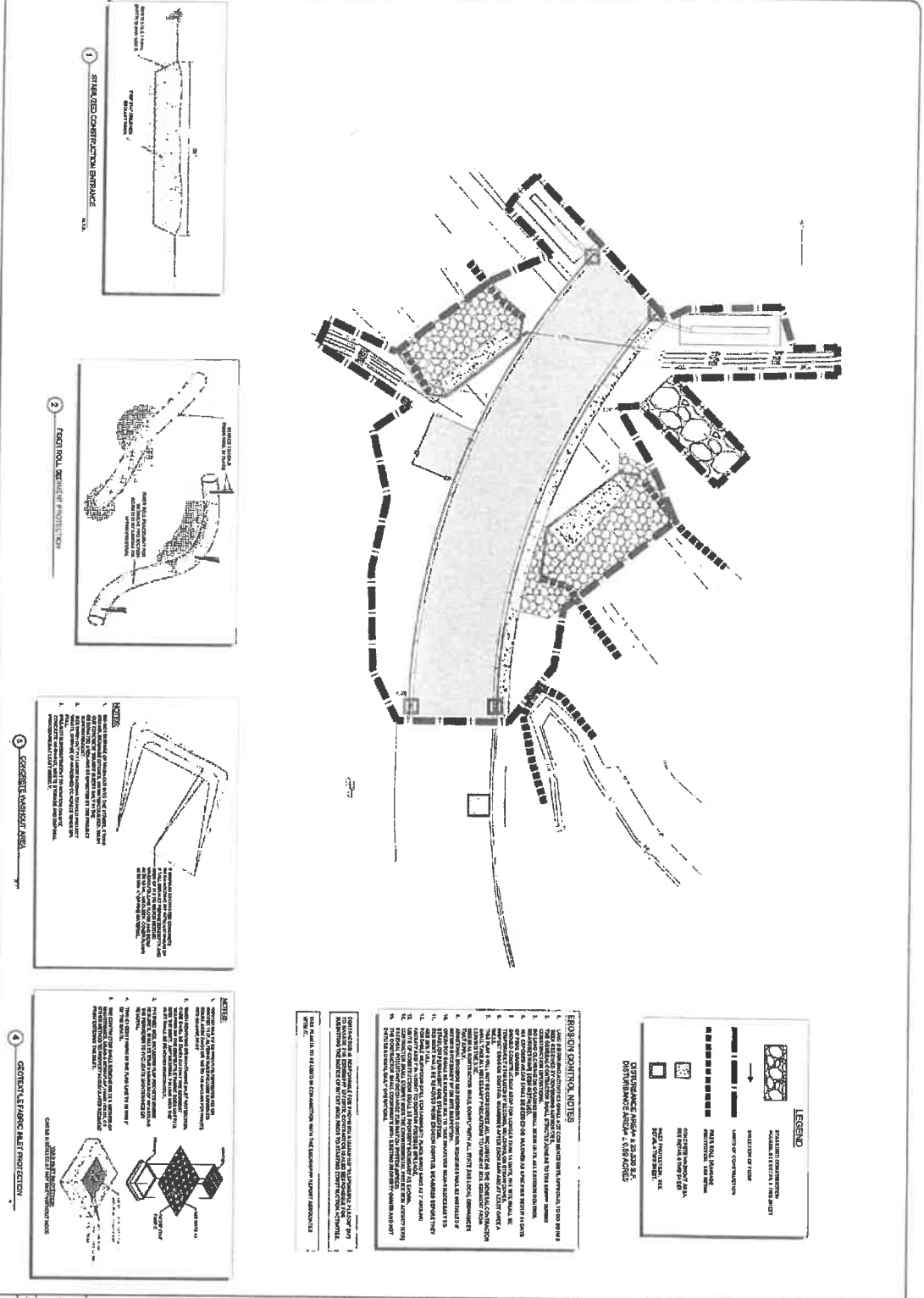
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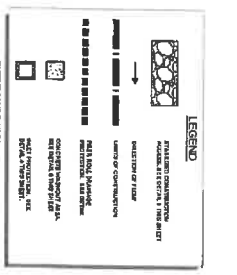
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<p>C3.0</p>	<p>CONSTRUCTION DRAWINGS FOR: SAWTOOTH LAKE DRIVE CROSSING DETAILS</p>	<p>T-O ENGINEERS CONSULTING ENGINEERS, SURVEYORS & PLANNERS 322 N. BROOKLOUPE WAY HAMPDEN, ONTARIO L9P 1K7 PHONE: (905) 885-8800 FAX: (905) 885-8801 WWW.T-OENGINEERS.COM BOSS - 2020 - 0008 - 0004 - 0001 - 0001 - 0001 © 2020 T-O ENGINEERS</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DESCRIPTION	DATE										<p>DRAFT</p> <p>DATE: 10/20/20 DRAWN BY: [Name] CHECKED BY: [Name] APPROVED BY: [Name]</p>
NO.	DESCRIPTION	DATE														



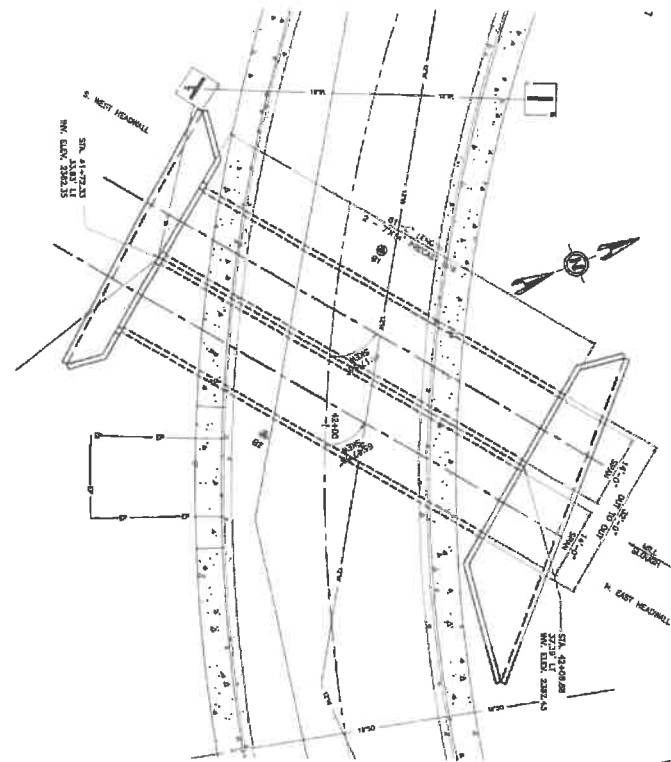
EROSION CONTROL NOTES

1. ALL EROSION CONTROL MEASURES SHALL BE CONSTRUCTED WITH APPROVAL TO BE SHOWN AS SHOWN ON THESE DRAWINGS.
2. EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
3. EROSION CONTROL MEASURES SHALL BE REPAIRED OR REPLACED AS NEEDED TO MAINTAIN EFFECTIVENESS.
4. EROSION CONTROL MEASURES SHALL BE DESIGNED TO PREVENT SOIL EROSION AND SEDIMENTATION.
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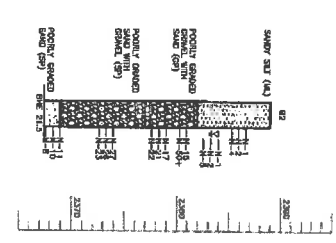
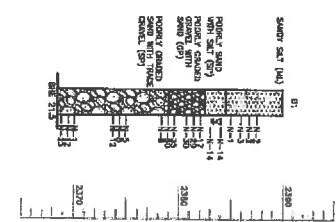


<p>T-O ENGINEERS CONSULTIVE ENGINEERS, SURVEYORS & PLANNERS 322 N. BROADWAY, SUITE 100 MILWAUKEE, WI 53204 PHONE: 414-224-6667 WWW.T-OENGINEERS.COM</p>	<p>CONSTRUCTION DRAWINGS FOR: SAWTOOTH LAKE DRIVE CROSSING EROSION AND SEDIMENT CONTROL PLAN</p>	<p>DATE: 08/14/2020 SCALE: AS SHOWN SHEET: 1 OF 1</p>	<p>PROJECT NO.: 2019-001 CLIENT: [REDACTED] LOCATION: [REDACTED] AREA: [REDACTED]</p>	<p>DESIGNED BY: [REDACTED] DRAWN BY: [REDACTED] CHECKED BY: [REDACTED] APPROVED BY: [REDACTED]</p>
	<p>DATE: 08/14/2020 SCALE: AS SHOWN SHEET: 1 OF 1</p>	<p>PROJECT NO.: 2019-001 CLIENT: [REDACTED] LOCATION: [REDACTED] AREA: [REDACTED]</p>	<p>DESIGNED BY: [REDACTED] DRAWN BY: [REDACTED] CHECKED BY: [REDACTED] APPROVED BY: [REDACTED]</p>	<p>DATE: 08/14/2020 SCALE: AS SHOWN SHEET: 1 OF 1</p>

STRUCTURE PLAN
Scale: 1"=40'



APPROXIMATE LOCATION OF CONCRETE BRIDGE WALL



BORE LOGS
Scale: N.T.S.

GENERAL NOTES

CONSTRUCTION SPECIFICATIONS AND REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS FOR PUBLIC CONSTRUCTION, LATEST EDITION, AS APPLICABLE TO THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

75% DRAWINGS

SAWTOOTH LAKE DRIVE CROSSING

Southwest Headwall

T-O ENGINEERS

1000 N. 10TH AVENUE, SUITE 1000, DENVER, CO 80202

TEL: 303.733.1100 FAX: 303.733.1101

WWW.T-OENGINEERS.COM

NO.	DESCRIPTION	DATE	BY	CHECKED

75% DRAFT

DATE: 10/04/2020

SCALE: AS SHOWN

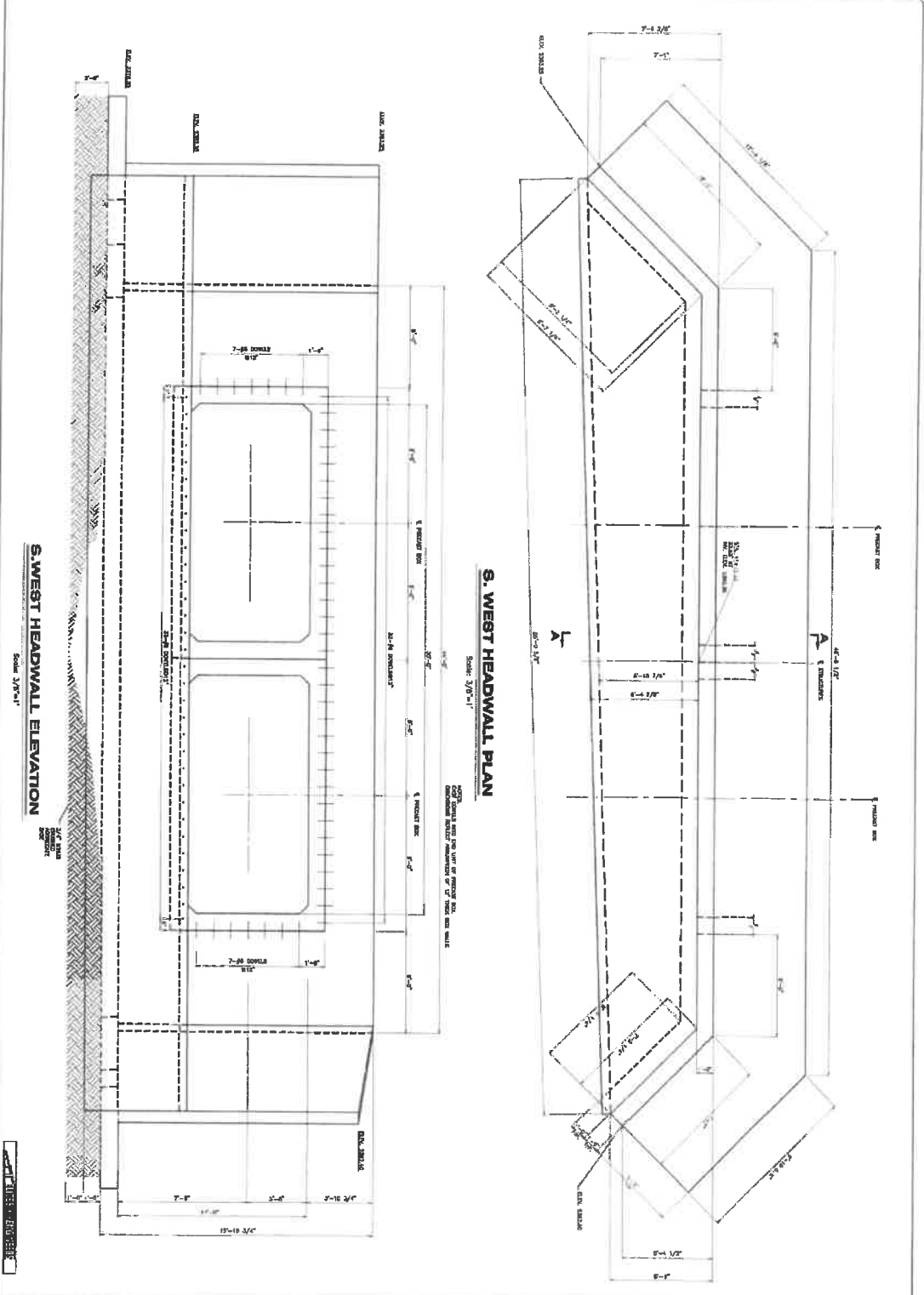
PROJECT: SAWTOOTH LAKE DRIVE CROSSING

DATE: 10/04/2020

SCALE: AS SHOWN

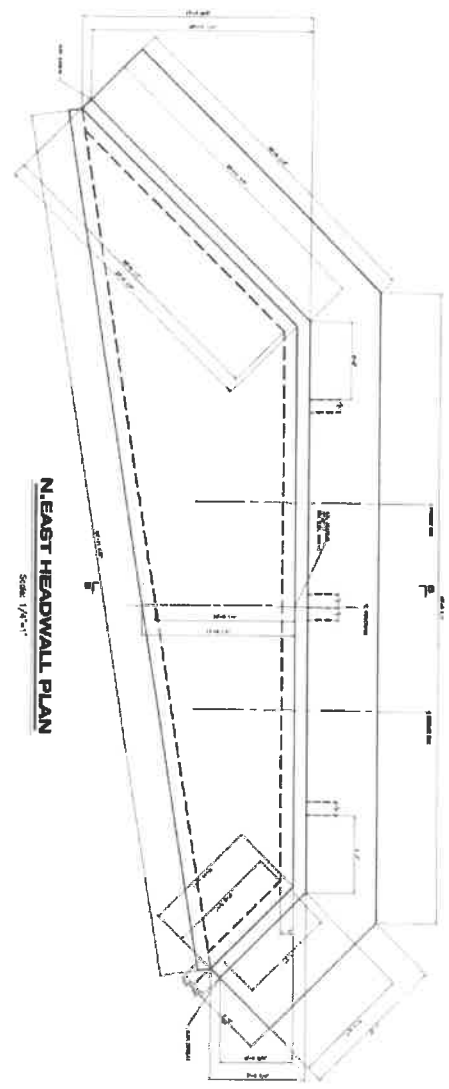
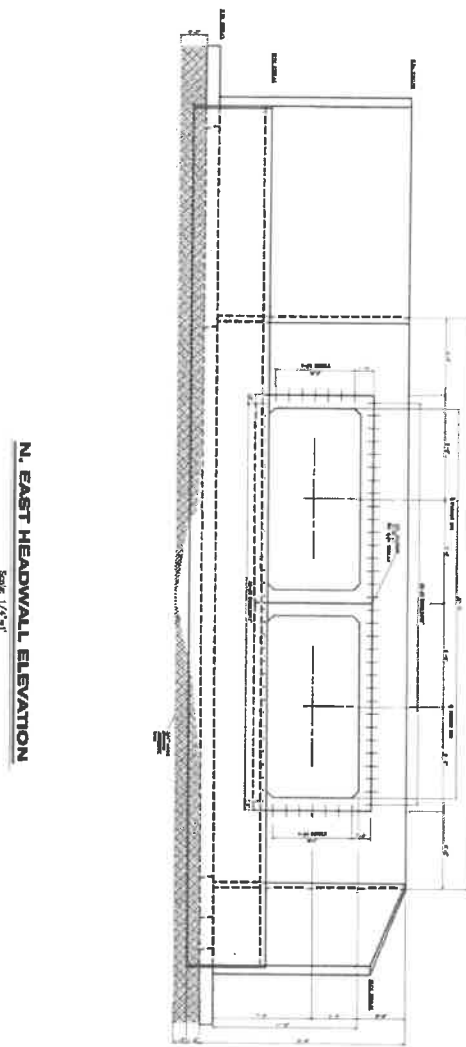
PROJECT: SAWTOOTH LAKE DRIVE CROSSING

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<p>75% DRAWINGS</p> <p>SAWTOOTH LAKE DRIVE CROSSING</p> <p>Southwest Headwall</p>	<p>T-O ENGINEERS</p> <p>CONVEYING & ENGINEERS, SURVEYORS & PLANNERS</p> <p>822 N. BRIDGECROFTWAY HWY</p> <p>NAPLES, FL 34102</p> <p>PHONE: (813) 444-8000 WWW.T-OENGINEERS.COM</p> <p>OWNER: CITY OF COVINGTON, COVINGTON, MISSISSIPPI</p>	NO.	DESCRIPTION	DATE	REVISIONS

2020 T-O ENGINEERS. THIS INSTRUMENT IS THE PROPERTY OF T-O ENGINEERS. ANY REPRODUCTION, REUSE OR MODIFICATION OF THIS INSTRUMENT OR ITS CONTENTS WITHOUT SPECIFIC WRITTEN PERMISSION OF T-O ENGINEERS IS STRICTLY PROHIBITED.



DATE PLOTTED: 06/22/2020 10:00:00 AM

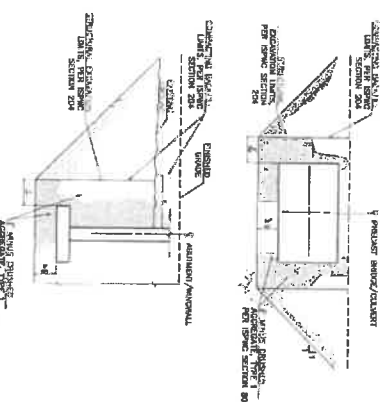
ATTENTION:
PROJECT: SAWTOOTH LAKE DRIVE CROSSING
DRAWING NO. S2.1
DATE: 06/22/2020
SCALE: 1/4"=1'-0"

75% DRAWINGS
SAWTOOTH LAKE DRIVE CROSSING
Southwest Headwall

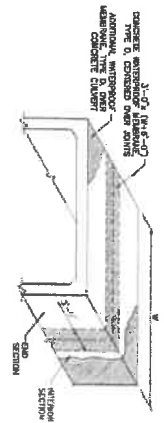
T-O ENGINEERS
CONSULTING ENGINEERS, SURVEYORS & PLANNERS
322 N. BRIDGEMAN BLVD.
HAWAII, OAHU 96817
PHONE: (808) 442-4228 WWW.T-OENGINEERS.COM
BOB & CODY & COLLEEN & HENRIK
HONOLULU & MAUI & OAHU

NO.	REVISIONS	DATE	BY
	DESCRIPTION		

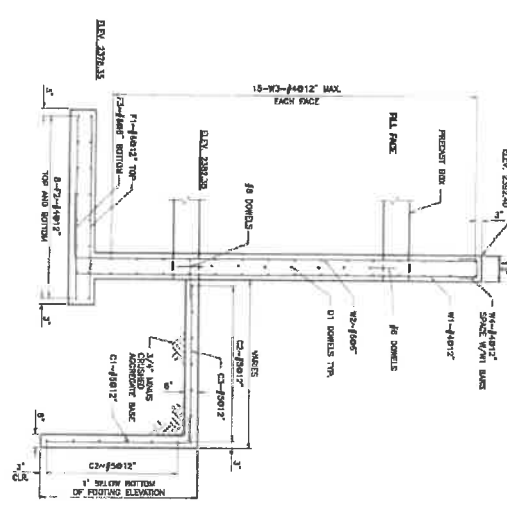
**75%
2020
DRAWN**



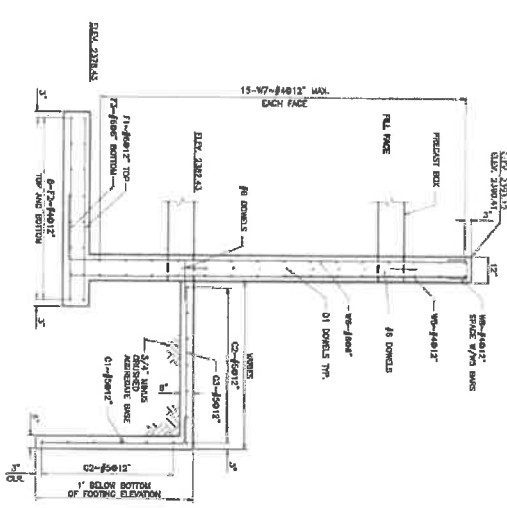
EXCAVATION AND BACKFILL DETAIL
Scale: N.T.S.



WATERPROOFING DETAIL
Scale: N.T.S.



S. WEST HEADWALL SECTION A-A
Scale: 1/2"=1'-0"



N. EAST HEADWALL SECTION B-B
Scale: 1/2"=1'-0"

<p>76% DRAWINGS</p> <p>SAWTOOTH LAKE DRIVE CROSSING</p> <p>Southwest Headwall</p>	<p>T-O ENGINEERS</p> <p>CONSULTING ENGINEERS, SURVEYORS & PLANNERS</p> <p>222 N. BRIMCOMBE WAY</p> <p>TAMPA, FL 33607-8387</p> <p>PHONE: 813-941-4100</p> <p>WWW.T-OENGINEERS.COM</p> <p>800.814.0029 • 000001 • 000001 • 000001 • 000001</p>	NO.	DESCRIPTION	DATE	FUNCTION

75% DRAFT

SA3.0



305 Cornell St. ♦ Middleton, Idaho 83644 ♦ 208.453.2028

May 4, 2020

Mayor Rule and City Council Members
1106 W Main Street
PO Box 487
Middleton, ID 83644

Subject: City of Middleton – Falcon Valley Booster Station Pipe Connection Project

Mayor and City Council:

The City of Middleton received two (2) bids at the bid opening held on May 4, 2020 for the Falcon Valley Booster Station Pipe Connection Project. As City Engineer, I recommend the contract for the CITY OF MIDDLETON – FALCON VALLEY BOOSTER STATION PIPE CONNECTION PROJECT be award to **Irminger Construction, Inc.** for the contract bid amount of \$40,656.00. An overview of the bids received for the project is summarized on the attached sheet.

If you have any questions, or need additional information, please contact me at 208-453-2028.

Sincerely,

Civil Dynamics, P.C.

By: Michael Martin, PE
City Engineer

City of Middleton – Falcon Valley Booster Station Pipe Connection Project

CONTRACTOR	BID FORM	BOND	PRICE
Star Construction, LLC	No	Bid	
Warrington Construction Corporation of Oregon	✓	✓	\$49,750.00
Irminger Construction, Inc.	✓	✓	\$40,656.00



ADMINISTRATIVE REVIEW AND REPORT

City Council

Wyatt Rezone – 1121 W Main St.

A request by Jed Wyatt to rezone 1.06 acres from R-3 (Single Family Residential) to M-U (Mixed Use) and acquire a special use from Middleton City Code 5-4-1, Table 1 (Land Use Schedule). The subject property is located at 1121 W Main Street, South of Main Street (State Highway 44), Middleton, Idaho, commonly referred to as Canyon County Parcel No. 1760920. The property is the second lot West of Middleton City Hall.

Applicant: Jed Wyatt
1154 N Buffalo Way
Middleton, ID 83644

- APPLICATION:** The application was received and accepted by the City on February 19, 2020.
- NOTICE OF PUBLIC HEARING:**

Published notice Idaho Press Tribune:	March 15, 2020
Letters to 300' Property Owners:	March 10, 2020
Letters to Agencies:	February 19, 2020
Property Posted:	February 19, 2020
- APPLICABLE CODES AND STANDARDS:**

Idaho Code Title 67, Chapter 65
Middleton City Code (MCC) 1-14-1, 2, 4; 1-15-7 and 5-4-1, Table 1.
Middleton Comprehensive Plan, Dec. 4, 2019 version
- PLANNING AND ZONING OFFICIAL REVIEW COMMENTS:**

The property is currently zoned R-3 (Single Family Residential) and currently has a residential building on it. The purpose of the R-3 zone is to accommodate single-family lots. The applicant proposes rezoning the property to M-U (Mixed Use). The purpose of the M-U zone is to accommodate areas for a variety and mixture of medium and high density residential and/or commercial uses. In conjunction with a special use per the City's Land Use Table the proposed property would become a Contractor's Shop/Storage Yard. (Please refer to attached table).

Surrounding property is zoned as follows:

South: Subdivision (residential land use), zoned R-3;
East: Subdivision (residential land use), zoned R-3;
North: Subdivision, Residential land use, zoned R-4;
West: Subdivision (residential land use), zoned R-3.

However, two properties to the West is the newly approved Bozic Subdivision, which is M-1 (Light Industrial). And two properties East is City Hall, zoned C-1.

5. **Written Agency Responses to Date:** No agency responses received.
6. **Written Property Owners Responses to Date:** Several property owner responses were received in opposition.
7. **Compliance with Comprehensive Plan and Future Land Use Map**
City staff examined the request with the Future Land Use Map and policies contained in the Comprehensive Plan and found that the request complies with Middleton's Future Land Use Map, which shows the project located in a Mixed Use and/or Residential.

The subject site is located close to commercial areas and downtown with a variety of shopping and service options and is just North of a future transit oriented development and transit station. The City should encourage businesses along Main Street (Highway 44) and promote residential to locations further North and South of Main Street.

The business which purchased this property is a long established Middleton based company which has outgrown its current facility and wishes to expand, meaning more jobs for Middleton residents.

8. **PLANNING AND ZONING RECOMMENDATION:** On March 9, 2020 the Planning and Zoning Commission after notice and hearing, recommended that City Council approve the zone change request from R-3 (Single-Family Residential) to M-U (Mixed Use) and to provide a special use permit allowing the property to house a Contractor's Shop/Storage Yard.

1 Page Attachment as Follows

Drafted by: Bruce Bayne
Date: March 31, 2020