



AGENDA

City of Middleton City Council Regular Meeting

Date: Wednesday, August 20, 2014

Time: 6:30 p.m.

Location: Middleton City Hall, 6 N. Dewey Avenue

- 1) Call To Order-Roll Call
- 2) Pledge Of Allegiance-Invocation
- 3) Administrative Action/Consent Agenda:

❖ Consent Agenda items are considered to be routine and are acted on with one motion without separate discussion unless the Mayor, a Council member, member of City staff, or a citizen requests an item to be removed from the Consent Agenda for discussion. Items removed from the Consent Agenda will be placed on the Regular Agenda.

- a. Consider approving payroll and miscellaneous accounts payable.
- b. Consider approving Minutes of August 6, 2014.

4) Public Comments:

5) Public Hearing:

- a. Consider approving Resolution No. 347 amending the fee schedule to add a water-volume rate of \$3.22/1,000 gallons when use exceeds 25,000 gallons in a period.
- b. A request by Jack and Carrie Huggins for a conditional use permit in a residential zone for a 100-foot monopole Verizon Wireless tower and a 12'x26' prefabricated equipment shelter inside a six-foot high chain-link enclosure at the subject property located at 600 Cemetery Road Middleton, Idaho 83644 (to be tabled to September 17, 2014).
- c. A request by the Middleton School District #134 to rezone approximately 200 feet along State Highway 44 in front of the Middleton Middle School from R-3 (Single Family Dwellings three units per acre) to C-2 (Community Commercial) to obtain a sign permit from the Idaho Transportation Department and install a new electronic reader-board sign. The District is also requesting waiver of the application fee. The subject property is located at 511 W. Main St. Middleton, Idaho 83644 (to be tabled to September 17, 2014).

- d. A request by the City of Middleton to annex that portion of Willis Road right-of-way abutting City limits east of N. 4th Ave. West, approximately one-quarter mile east of Cemetery Road and south of Wanda Way (to be tabled to September 17, 2014).

6) New Business:

- a. Consider approving a Twenty-Five Year Consent-To-Use Agreement with the Bureau of Reclamation to construct and maintain a bridge over Willow Creek (part of S. Cemetery Rd. project).
- b. Consider acknowledging Communities in Motion 2040 as the region's long-range transportation plan for arterial, and some major collector, roads.
- c. Consider approving Task Order No. 3 in the amount not to exceed \$56,100 with Keller and Associates for design and construction administration services to construct a building over the grit system and the screens at the wastewater treatment plant.

7) Old Business:

- a. Consider approving L-2 form for Fiscal Year 2015 (request for \$1,265,781.00 real property tax dollars from Canyon County).
- b. A request by David E. Morris to approve a preliminary and final plat for TD&D Subdivision, consisting of three lots on approximately 1.3 acres. The subject property is zoned C-2 (Community Commercial) and located between State Highway 44 and Viking Mini-storage at 875 W. Main Street, Middleton, Idaho, 83644 (to be tabled to September 17, 2014).
- c. i. A request by Coleman Homes LLC to approve a revised preliminary plat for West Highlands Subdivision consisting of 132 single-family lots (149 total) on approximately 50 acres. The subject property is zoned R-3 (Single-family dwellings, three units per gross acre) and located south of Willis Road between Hartley Lane and Cemetery Road, Middleton, Idaho (to be tabled to September 17, 2014).

ii. A request by Coleman Homes LLC to approve an amended development agreement for West Highlands Subdivision (to be tabled to September 17, 2014).

8) Mayor's Comments:

9) Council Comments:

10) Department Comments:

11) Executive Session – IC 67-2345 (1)

- a. Personnel hiring/firing
- b. Personnel performance evaluation
- c. Property acquisition
- d. Potential litigation

12) Actions Subsequent to Executive Session (if any):

13) Adjourn:

Posted by:

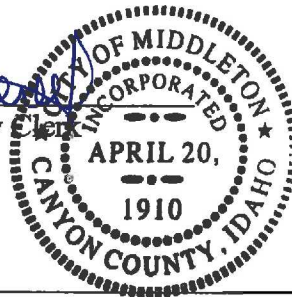

Kandice K Cotterell, Deputy Clerk

Date:

August 15, 2014

Time:

8:30 a.m.



If you have special needs or require assistance, please contact the City Clerk's Office at (208) 585-3133 ext. 5.

3a

Financial Recap for City Council
August 20, 2014

Accounts Payable:

Register #1	\$5,437.86	Manual Checks
Register #2	-\$5,437.86	Voided Checks
Register #3	\$171,768.44	System Checks
Register #4	\$5,018.69	Weekly Library Accounts Payable

Total Accounts Payable	<u><u>\$176,787.13</u></u>
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Payroll:

8/8/2014	\$31,937.36
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Total Payroll	<u><u>\$31,937.36</u></u>
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Register #1

City of Middleton

Check Register - Council - System Checks

Check Issue Dates: 8/8/2014 - 8/8/2014

Page: 1

Aug 19, 2014 02:14PM

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
08/14	08/08/2014	27849	486	WEST HIGHLANDS, LLC	05172013	1	61-435-225	906.31
08/14	08/08/2014	27849	486	WEST HIGHLANDS, LLC	06172014	1	61-435-225	4,531.55
Total 27849:								5,437.86
Grand Totals:								5,437.86

Dated:

8/19/14

Mayor:

Dan Taylor

City Council:

[Signature]

Register # 2

City of Middleton

Check Register - Council - Voided Checks

Check Issue Dates: 8/8/2014 - 8/8/2014

Page: 1

Aug 19, 2014 02:13PM

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
08/14	08/08/2014	27606	486	WEST HIGHLANDS, LLC	05172013	1	61-435-225	906.31-
08/14	08/08/2014	27606	486	WEST HIGHLANDS, LLC	06172014	1	61-435-225	4,531.55-
Total 27606:								5,437.86-
Grand Totals:								5,437.86-

Dated: 8/19/14

Mayor: Dave Taylor

City Council: J. McCoy

Register #3

City of Middleton

Check Register - Council - System Checks

Page: 1

Check Issue Dates: 8/21/2014 - 8/21/2014

Aug 20, 2014 10:13AM

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
08/14	08/21/2014	27850	1451	4X4 SHOP INC.	20241	1	02-431-310	1.50
08/14	08/21/2014	27850	1451	4X4 SHOP INC.	20241	2	01-538-310	6.50
08/14	08/21/2014	27850	1451	4X4 SHOP INC.	20241	3	60-434-310	1.00
08/14	08/21/2014	27850	1451	4X4 SHOP INC.	20241	4	61-435-310	1.00
Total 27850:								10.00
08/14	08/21/2014	27851	952	ACCENT APPAREL	42	1	60-434-260	58.41
Total 27851:								58.41
08/14	08/21/2014	27852	966	Aire-Master of Southern Idaho	27432	1	01-415-327	30.00
Total 27852:								30.00
08/14	08/21/2014	27853	110	ANALYTICAL LABORATORY,INC	30285	1	60-434-351	176.40
08/14	08/21/2014	27853	110	ANALYTICAL LABORATORY,INC	30286	1	61-435-351	2,065.50
Total 27853:								2,241.90
08/14	08/21/2014	27854	520	BILLING DOCUMENT SPECIALI	25886	1	30-433-312	142.16
08/14	08/21/2014	27854	520	BILLING DOCUMENT SPECIALI	25886	2	60-434-312	710.79
08/14	08/21/2014	27854	520	BILLING DOCUMENT SPECIALI	25886	3	61-435-312	710.79
08/14	08/21/2014	27854	520	BILLING DOCUMENT SPECIALI	25886	4	02-431-312	15.79
Total 27854:								1,579.53
08/14	08/21/2014	27855	890	BUREAU OF OCCUPATIONAL LI	DWD2-18194	1	60-434-250	30.00
08/14	08/21/2014	27855	890	BUREAU OF OCCUPATIONAL LI	WWC-18490	1	61-435-229	30.00
Total 27855:								60.00
08/14	08/21/2014	27856	954	BUYWYZ	65869	1	01-424-240	4.57
Total 27856:								4.57
08/14	08/21/2014	27857	35	CANYON COUNTY ASSESSOR	08062014	1	01-415-240	3.00
Total 27857:								3.00
08/14	08/21/2014	27858	24	CANYON HIGHWAY DISTRICT #	08112014	1	02-431-351	14,019.00
Total 27858:								14,019.00
08/14	08/21/2014	27859	473	CARTER COMFORT SYSTEMS,	Q1435	1	60-434-530	7,691.20
Total 27859:								7,691.20
08/14	08/21/2014	27860	145	CAXTON PRINTERS LTD	445043	1	01-415-360	322.52
08/14	08/21/2014	27860	145	CAXTON PRINTERS LTD	445043	2	02-431-360	322.52
08/14	08/21/2014	27860	145	CAXTON PRINTERS LTD	445043	3	01-538-360	322.52
08/14	08/21/2014	27860	145	CAXTON PRINTERS LTD	445043	4	60-434-360	322.52
08/14	08/21/2014	27860	145	CAXTON PRINTERS LTD	445043	5	61-435-360	322.50
Total 27860:								1,612.58

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
08/14	08/21/2014	27861	280	CENTURYLINK	208-585-500	1	60-434-380	70.00
Total 27861:								70.00
08/14	08/21/2014	27862	1471	COLE ARCHITECTS, PLLC	412	1	01-538-530	657.26
Total 27862:								657.26
08/14	08/21/2014	27863	84	CURTIS CLEAN SWEEP, INC	4489	1	02-431-351	2,753.68
Total 27863:								2,753.68
08/14	08/21/2014	27864	166	DIG LINE	0049820-IN	1	60-434-351	49.51
08/14	08/21/2014	27864	166	DIG LINE	0049820-IN	2	61-435-351	49.50
Total 27864:								99.01
08/14	08/21/2014	27865	156	DMH ENTERPRISES	07312014	1	01-424-433	4,078.50
Total 27865:								4,078.50
08/14	08/21/2014	27866	1465	ELECTRICAL CONTROLS AND	07312014	1	01-424-425	4,230.36
Total 27866:								4,230.36
08/14	08/21/2014	27867	1492	FENSTER UPHOLSTERY	514	1	02-431-310	25.00
08/14	08/21/2014	27867	1492	FENSTER UPHOLSTERY	514	2	01-538-310	10.00
08/14	08/21/2014	27867	1492	FENSTER UPHOLSTERY	514	3	60-434-310	33.00
08/14	08/21/2014	27867	1492	FENSTER UPHOLSTERY	514	4	61-435-310	32.00
Total 27867:								100.00
08/14	08/21/2014	27868	737	FERGUSON ENTERPRISES, IN	0592584-1	1	60-434-530	51,091.95
08/14	08/21/2014	27868	737	FERGUSON ENTERPRISES, IN	0596008	1	60-434-530	10,975.38
Total 27868:								62,067.33
08/14	08/21/2014	27869	1173	FLEETSTREET, INC.	25224	1	61-435-351	297.00
Total 27869:								297.00
08/14	08/21/2014	27870	619	H.D. FOWLER	13705427	1	60-434-351	78.36
Total 27870:								78.36
08/14	08/21/2014	27871	841	HORTON FLUID POWER INC	88236	1	60-434-351	54.03
08/14	08/21/2014	27871	841	HORTON FLUID POWER INC	88236	2	61-435-351	54.03
Total 27871:								108.06
08/14	08/21/2014	27872	1444	VD/E/A, INC.	P094814800	1	01-415-228	2,192.00
Total 27872:								2,192.00
08/14	08/21/2014	27873	1493	IDAHO BLUEPRINT & SUPPLY	380299	1	01-415-530	292.12

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
Total 27873:								292.12
08/14	08/21/2014	27874	211	IDAHO CONCRETE COMPANY	3587442	1	02-431-351	2,801.34
Total 27874:								2,801.34
08/14	08/21/2014	27875	227	IDAHO POWER CO	2203581059	1	02-431-380	2,430.93
Total 27875:								2,430.93
08/14	08/21/2014	27876	230	IDAHO PRESS-TRIBUNE, INC.	842796	1	01-415-301	84.92
08/14	08/21/2014	27876	230	IDAHO PRESS-TRIBUNE, INC.	843668	1	01-415-301	162.32
08/14	08/21/2014	27876	230	IDAHO PRESS-TRIBUNE, INC.	845120	1	01-415-301	163.70
Total 27876:								410.94
08/14	08/21/2014	27877	243	IDAHO TRANSPORTATION DEP	9324848	1	61-435-310	23.00
Total 27877:								23.00
08/14	08/21/2014	27878	245	INTERMOUNTAIN GAS CO.	10492300-10	1	61-435-380	2.06
08/14	08/21/2014	27878	245	INTERMOUNTAIN GAS CO.	10492300-84	1	61-435-380	12.77
08/14	08/21/2014	27878	245	INTERMOUNTAIN GAS CO.	10492300-90	1	01-538-380	1.50
08/14	08/21/2014	27878	245	INTERMOUNTAIN GAS CO.	10492300-90	2	02-431-380	1.50
08/14	08/21/2014	27878	245	INTERMOUNTAIN GAS CO.	10492300-90	3	60-434-380	3.50
08/14	08/21/2014	27878	245	INTERMOUNTAIN GAS CO.	10492300-90	4	61-435-380	3.49
08/14	08/21/2014	27878	245	INTERMOUNTAIN GAS CO.	12989800-00	1	01-660-380	2.06
08/14	08/21/2014	27878	245	INTERMOUNTAIN GAS CO.	14322200-00	1	01-415-380	2.06
08/14	08/21/2014	27878	245	INTERMOUNTAIN GAS CO.	69938100-00	1	01-415-380	.41
08/14	08/21/2014	27878	245	INTERMOUNTAIN GAS CO.	69938100-00	2	02-431-380	.41
08/14	08/21/2014	27878	245	INTERMOUNTAIN GAS CO.	69938100-00	3	30-433-380	.41
08/14	08/21/2014	27878	245	INTERMOUNTAIN GAS CO.	69938100-00	4	60-434-380	.41
08/14	08/21/2014	27878	245	INTERMOUNTAIN GAS CO.	69938100-00	5	61-435-380	.42
08/14	08/21/2014	27878	245	INTERMOUNTAIN GAS CO.	69938100-04	1	60-434-380	6.03
Total 27878:								37.03
08/14	08/21/2014	27879	891	JOHNNY B TRANSPORT	266792	1	02-431-351	2,365.73
08/14	08/21/2014	27879	891	JOHNNY B TRANSPORT	267666	1	02-431-351	36.43
Total 27879:								2,402.16
08/14	08/21/2014	27880	898	KONICA MINOLTA BUSINESS S	9000726348	1	01-415-240	.03
08/14	08/21/2014	27880	898	KONICA MINOLTA BUSINESS S	9000726348	2	02-431-240	.01
08/14	08/21/2014	27880	898	KONICA MINOLTA BUSINESS S	9000726348	3	30-433-240	.01
08/14	08/21/2014	27880	898	KONICA MINOLTA BUSINESS S	9000726348	4	60-434-240	.03
08/14	08/21/2014	27880	898	KONICA MINOLTA BUSINESS S	9000726348	5	61-435-240	.02
08/14	08/21/2014	27880	898	KONICA MINOLTA BUSINESS S	9000743412	1	01-415-240	39.70
08/14	08/21/2014	27880	898	KONICA MINOLTA BUSINESS S	9000743412	2	02-431-240	15.88
08/14	08/21/2014	27880	898	KONICA MINOLTA BUSINESS S	9000743412	3	30-433-240	7.94
08/14	08/21/2014	27880	898	KONICA MINOLTA BUSINESS S	9000743412	4	60-434-240	39.70
08/14	08/21/2014	27880	898	KONICA MINOLTA BUSINESS S	9000743412	5	61-435-240	39.70
08/14	08/21/2014	27880	898	KONICA MINOLTA BUSINESS S	9000743412	6	01-538-240	15.89

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
Total 27880:								158.91
08/14	08/21/2014	27881	1494	KRISHNA KOLORS	108	1	01-415-228	2,647.10
Total 27881:								2,647.10
08/14	08/21/2014	27882	1495	MAC TRANSPORTATION, LLC	55875	1	02-431-344	260.00
Total 27882:								260.00
08/14	08/21/2014	27883	1484	MATERIALS TESTING & INSPEC	120618	1	01-424-530	558.90
Total 27883:								558.90
08/14	08/21/2014	27884	264	METROQUIP, INC	00024619	1	02-431-344	635.93
Total 27884:								635.93
08/14	08/21/2014	27885	387	NAPA AUTO PARTS - CALDWEL	573452	1	02-431-310	29.97
08/14	08/21/2014	27885	387	NAPA AUTO PARTS - CALDWEL	573452	2	60-434-310	3.53
08/14	08/21/2014	27885	387	NAPA AUTO PARTS - CALDWEL	573452	3	61-435-310	1.76
08/14	08/21/2014	27885	387	NAPA AUTO PARTS - CALDWEL	575716	1	02-431-310	58.78
08/14	08/21/2014	27885	387	NAPA AUTO PARTS - CALDWEL	575716	2	60-434-310	6.92
08/14	08/21/2014	27885	387	NAPA AUTO PARTS - CALDWEL	575716	3	61-435-310	3.46
08/14	08/21/2014	27885	387	NAPA AUTO PARTS - CALDWEL	575716	4	61-435-310	.01-
Total 27885:								104.41
08/14	08/21/2014	27886	973	OMCS, L.L.C.	22851	1	61-435-341	5,000.00
Total 27886:								5,000.00
08/14	08/21/2014	27887	941	QUALITY EVALUATIONS	P014003S	1	02-431-305	550.00
Total 27887:								550.00
08/14	08/21/2014	27888	1162	RAINBOW RACING SYSTEM	256197	1	01-415-228	136.88
Total 27888:								136.88
08/14	08/21/2014	27889	289	RECREATION TODAY OF IDAH	REC-140069	1	01-538-530	2,097.00
Total 27889:								2,097.00
08/14	08/21/2014	27890	121	REPUBLIC SERVICES	07312014	1	30-433-200	34,517.20
Total 27890:								34,517.20
08/14	08/21/2014	27891	292	RIDLEY'S STORE #7717	07312014	1	60-434-351	24.45
08/14	08/21/2014	27891	292	RIDLEY'S STORE #7717	07312014	2	61-435-351	13.99
08/14	08/21/2014	27891	292	RIDLEY'S STORE #7717	07312014	3	60-434-240	3.98
08/14	08/21/2014	27891	292	RIDLEY'S STORE #7717	07312014	4	01-538-351	14.91
08/14	08/21/2014	27891	292	RIDLEY'S STORE #7717	07312014	5	01-538-240	3.70
08/14	08/21/2014	27891	292	RIDLEY'S STORE #7717	07312014	6	02-431-351	4.98
08/14	08/21/2014	27891	292	RIDLEY'S STORE #7717	07312014	7	60-434-351	3.48

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
08/14	08/21/2014	27891	292	RIDLEY'S STORE #7717	07312014	8	01-424-240	14.97
08/14	08/21/2014	27891	292	RIDLEY'S STORE #7717	07312014	9	02-431-351	15.99
08/14	08/21/2014	27891	292	RIDLEY'S STORE #7717	07312014	10	61-435-351	29.99
08/14	08/21/2014	27891	292	RIDLEY'S STORE #7717	07312014	11	02-431-351	17.59
08/14	08/21/2014	27891	292	RIDLEY'S STORE #7717	07312014	12	60-434-351	3.99
08/14	08/21/2014	27891	292	RIDLEY'S STORE #7717	07312014	13	02-431-351	67.35
08/14	08/21/2014	27891	292	RIDLEY'S STORE #7717	07312014	14	02-431-351	29.94
08/14	08/21/2014	27891	292	RIDLEY'S STORE #7717	07312014	15	02-431-351	21.99
08/14	08/21/2014	27891	292	RIDLEY'S STORE #7717	07312014	16	02-431-351	14.97
08/14	08/21/2014	27891	292	RIDLEY'S STORE #7717	07312014	17	02-431-351	8.00
08/14	08/21/2014	27891	292	RIDLEY'S STORE #7717	07312014	18	60-434-351	26.15
08/14	08/21/2014	27891	292	RIDLEY'S STORE #7717	07312014	19	02-431-351	16.87
Total 27891:								337.29
08/14	08/21/2014	27892	395	RIMI INC	07312014	1	01-424-432	4,246.80
Total 27892:								4,246.80
08/14	08/21/2014	27893	326	SMITH'S LAWNMOWER SALES	152784	1	02-431-344	39.50
08/14	08/21/2014	27893	326	SMITH'S LAWNMOWER SALES	152785	1	01-538-344	27.18
08/14	08/21/2014	27893	326	SMITH'S LAWNMOWER SALES	152785	2	60-434-344	27.17
08/14	08/21/2014	27893	326	SMITH'S LAWNMOWER SALES	153221	1	01-538-344	22.90
08/14	08/21/2014	27893	326	SMITH'S LAWNMOWER SALES	153222	1	01-538-344	30.90
Total 27893:								85.85
08/14	08/21/2014	27894	911	SPECIALTY CONSTRUCTION S	0136042-IN	1	02-431-351	748.13
Total 27894:								748.13
08/14	08/21/2014	27895	767	SPF WATER ENGINEERING	18901	1	02-431-246	1,536.40
Total 27895:								1,536.40
08/14	08/21/2014	27896	426	TOLSMA TOWING	57027	1	02-431-351	55.00
Total 27896:								55.00
08/14	08/21/2014	27897	805	ENGBERG, JENNIFER	11.1301.05	1	60-200-112	100.00
Total 27897:								100.00
08/14	08/21/2014	27898	805	HAMMETT HOMES	08132014	1	60-346-806	1,875.00
Total 27898:								1,875.00
08/14	08/21/2014	27899	805	INNOVATIVE WEALTH GROUP	7.7359.17	1	99-100-105	152.00
08/14	08/21/2014	27899	805	INNOVATIVE WEALTH GROUP	7.7359.17A	1	99-100-105	5.07
Total 27899:								157.07
08/14	08/21/2014	27900	805	JENSEN, AMY	15.1527.03	1	99-100-105	3.42
Total 27900:								3.42

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
08/14	08/21/2014	27901	805	PERTLOW, CARRIE OR JUSTIN	5.3071.02	1	60-200-112	4.01
Total 27901:								4.01
08/14	08/21/2014	27902	805	SIMPLY REALESTATE INVESTM	5.4504.07	1	60-200-112	100.00
Total 27902:								100.00
08/14	08/21/2014	27903	140	WEX BANK	37777443	1	02-431-212	512.08
08/14	08/21/2014	27903	140	WEX BANK	37777443	2	60-434-212	853.47
08/14	08/21/2014	27903	140	WEX BANK	37777443	3	61-435-212	853.47
08/14	08/21/2014	27903	140	WEX BANK	37777443	4	01-538-212	341.39
08/14	08/21/2014	27903	140	WEX BANK	37777443	5	01-415-212	853.46
Total 27903:								3,413.87
Grand Totals:								171,768.44

Dated: _____

Mayor: _____

City Council: _____

Register #4

City of Middleton

Check Register - Library
Check Issue Dates: 8/8/2014 - 8/8/2014

Page: 1
Aug 08, 2014 12:29PM

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
08/14	08/08/2014	27842	761	ACCENT DESIGN BUSINESS S	272	1	01-660-240	166.00
Total 27842:								166.00
08/14	08/08/2014	27843	1489	CANYON COUNTY ANIMAL SHE	11	1	01-660-227	55.59
Total 27843:								55.59
08/14	08/08/2014	27844	459	Connie Elliott	07272014	1	01-660-240	4.24
08/14	08/08/2014	27844	459	Connie Elliott	08012014	1	01-660-800	27.33
Total 27844:								31.57
08/14	08/08/2014	27845	1459	DRAKE, KIMBERLY	07022014	1	01-660-227	105.00
08/14	08/08/2014	27845	1459	DRAKE, KIMBERLY	07162014	1	01-660-227	144.00
08/14	08/08/2014	27845	1459	DRAKE, KIMBERLY	07302014	1	01-660-227	114.00
Total 27845:								363.00
08/14	08/08/2014	27846	1491	ERSTAD ARCHITECTS	14-184	1	01-660-530	4,173.01
Total 27846:								4,173.01
08/14	08/08/2014	27847	1476	PELKEY, THERESA	07162014	1	01-660-250	79.52
Total 27847:								79.52
08/14	08/08/2014	27848	1490	STEINER, JOY	06042014	1	01-660-227	150.00
Total 27848:								150.00
Grand Totals:								5,018.69

Dated: 8/19/14
 Mayor: Daniel Taylor
 City Council: [Signature]

3b

RECORD OF PROCEEDINGS

MIDDLETON CITY COUNCIL MEETING AUGUST 6, 2014

The City Council Meeting of August 6, 2014 was called to order by Mayor Darin Taylor at 6:30 p.m.

ROLL CALL: Council members Carrie Huggins, Brad Spencer, Rob Kiser and Council President Lenny Riccio were present.

Mayor Taylor declared a quorum of Council members present and would proceed with Council business.

Mayor Taylor introduced the following City officials also in attendance: City Engineer Amy Woodruff of Civil Dynamics, City Attorney Chris Yorgason of Yorgason & Associates, City Treasurer/Clerk Pauline Newman, and City Building Official David Wardell.

Mayor Taylor requested Council amend the agenda to amend Item 6d to say: Consider approving a contract with Champion Windows to replace Trolley Station windows in the amount of \$5,611.00 and front doors in the amount of \$5,444.00. Mayor said the reason for the amendment is Mayor's oversight in adequately differentiating on the agenda between the window and door costs.

Motion: Motion by Council President Riccio to accept the amended agenda as posted plus the amendments requested by Mayor, was seconded by Council member Spencer, and carried unanimously.

ADMINISTRATIVE ACTION/CONSENT AGENDA:

3. Mayor Taylor introduced the item and answered Council's questions.

- a. Payroll in the amount of and miscellaneous accounts payable in the amount of
- b. Minutes of July 15, 2014.

Motion: Motion by Council President Riccio to approve the Consent Agenda items, was seconded by Council member Huggins, and carried unanimously.

OLD BUSINESS:

4a Consider Ordinance No. 541 City Park Impact Fee, for third reading and approval.

Motion: Motion by Council President Riccio to read Ordinance No. 541 City Park Impact Fee by title only, was seconded by Council Member Spencer, and carried unanimously.

Mayor Taylor asked if anyone in the audience would like to speak to this item: none

Motion: Motion by Council President Riccio to approve Ordinance No. 541, was seconded by Council Member Spencer, and carried unanimously.

RECORD OF PROCEEDINGS

New Business:

6a Information: Borton-Lakey Law Offices, Todd Lakey report on City prosecution of misdemeanor cases

Mr. Lakey presented the information and answered Council's questions. He reported about 95 pending misdemeanor cases and about 170 total cases for the year that his firm has been prosecuting cases for the City. Mr. Lakey said the majority of cases being prosecuted in the City are State Code violations and three or four cases have been or are being prosecuted based on City nuisance and zoning code violations. He reported that all City code violation cases have been initiated by the City Code Enforcement Officer, none have been initiated by the Canyon County Sheriff's Department.

Council member Huggins asked for clarification on whether or not Mr. Lakey's office would be involved with cases initiated from a Middleton School Resource Officer. He responded that his office is involved if it is a misdemeanor and not a juvenile offense, but that the vast majority of cases fall under the Juvenile Corrections Act and therefore fall under the jurisdiction of the County Juvenile Prosecutor.

Mayor Taylor asked if there was anyone in the audience who would like to speak to this item: none.

6b Information: Hyqual LLC, Jack Harrison PhD. stormwater presentation

Mr. Harrison presented information about the Lower Boise Total Maximum Daily Load (TMDL), the City's National Pollutant Discharge Elimination System (NPDES) permit issued by the Environmental Protection Agency, and the City's contract with his company for a study to determine the feasibility of the City's options to re-use treated wastewater, and he answered Council's questions.

Council member Kiser asked about using winter storage with the lined ponds. Mr. Harrison responded that this method is not being used as much anymore as requirements regarding leakage were much higher than they used to be so building new storage has become very expensive.

Council President Riccio asked who is responsible to mitigate the levels going into Willow Creek. Mr. Harrison reported that all source groups have to meet allocations and, once those are met, the responsibility comes back to the City through the NPDES permits. Council President Riccio then asked regarding the requirements of ammonia and temperature which are in question and the phosphorus limit, when do the requirements for the wastewater treatment plant have to be met. Mr. Harrison answered that the timeframe for the wastewater treatment plant starts once the permit comes in and is usually in a 10-year time frame, ammonia is usually a 5-year process and a City is typically given 10-15 years to comply with EPA restrictions on temperature.

Mayor Taylor asked if there was anyone in the audience who would like to speak to this item:

James Taylor, 1052 Triumph Drive, asked if samples were taken upstream at all or is that one location in Willow Creek the only place data is collected. Mr. Harrison responded that the data is collected not from Willow Creek, but from the outfall near the mouth of the Creek.

RECORD OF PROCEEDINGS

Engineer Woodruff commented that Dr. Harrison does a very good job and thanked him for his work.

6c Consider approving a contract with H.D. Barnes Masonry for exterior Trolley Station repair of brick and stucco in the amount of \$17,740.

Building Official David Wardell presented the information and answered Council's questions.

Mayor Taylor asked if there was anyone in the audience who would like to speak to this item: none.

Motion: Motion by Council President Riccio to approve a contract with H.D. Barnes Masonry for exterior Trolley Station repair of brick and stucco in the amount of \$17,740, was seconded by Council member Kiser, and carried unanimously.

6d Consider approving a contract with Champion Windows to replace Trolley Station windows in the amount of \$5,611.00 and front doors in the amount of \$5,444.00.

Building Official David Wardell presented the information and answered Council's questions.

Mayor Taylor asked if there was anyone in the audience who would like to speak to this item: none.

Council member Kiser asked when it is time to place doors on the other side of Trolley Station will that be a separate item of discussion. Mayor Taylor answered that yes it will be a separate item and part of next fiscal year's budget.

Motion: Motion by Council President Riccio to approve a contract with Champion Windows to replace Trolley Station windows in the amount of \$5,611 and front doors in the amount of \$5,444, was seconded by Council member Huggins, and carried unanimously.

6e Consider awarding the bid for Historical Society of Middleton- Civic Center Renovation Project to lowest responsive, responsible bidder.

Mayor Taylor reported that the specification for this item is being reviewed and revised, and will be going out for re-bid therefore no action is needed by Council at this time.

6f Consider ratifying the bid awarded for Canyon Villa road and sewer construction project to Warrington Construction Corporation of Oregon in the amount of \$517,275.00.

Engineer Woodruff presented information and answered Council's questions. Bids came in under the design engineer's estimate and, in the interest of time and getting the project moving forward, the notice of award has been issued and mobilization will get underway August 11, 2014.

Mayor Taylor asked if there was anyone in the audience who would like to speak to this item: none.

Motion: Motion by Council President Riccio to ratify the bid awarded for Canyon Villa road and sewer construction project to Warrington Construction Corporation of Oregon in the amount of \$517,275, was seconded by Council member Spencer, and carried unanimously.

RECORD OF PROCEEDINGS

DEPARTMENT COMMENTS:

City Engineer Woodruff reported on engineering projects in the City and answered Council questions.

Canyon Villa road and sewer re-construction project is starting to move forward and the City is really looking forward to working with Warrington Construction.

N. 2nd Ave. Paving project is underway. The irrigation crossing has been put in but the project overall is a few days behind as the contractor's equipment is being repaired.

Concord Ave. design project is very focused on getting the water main reconfigured and have settled on attaching it to the existing bridge structure across Willow Creek so it will still be overhead but not arching.

State Highway 44 and Willow Creek Sidewalk Crossing project - The City is working with the Idaho Transportation Department (ITD) and getting a written agreement for Council to consider. ITD has agreed to fund the engineering and construction for this project.

State Highway 44 and the Reed parcel frontage sidewalk project design is under review by ITD.

Powder River No. 2 project is very encouraging. All swales are functioning and have been tested and the contractors will be looking for a final walk through soon.

The Crossings project has been quiet, the City has not heard much from that developer.

Lakes No. 1 project is in construction, roads are being paved and looking very good.

Zeke's Auto Sales LLC submitted its grading and drainage plan, the City reviewed it and gave back comments, and is waiting a revised plan from the applicant.

Council member Huggins asked to clarify that marked pedestrian paths will be on both the north and south sides of the bridge at Willow Creek by Middleton Middle School. Engineer Woodruff responded affirmatively since it only makes sense with Piccadilly Park improvements beginning next year.

Council member Spencer asked about a section on the west side of N. Middleton Rd. where there is no sidewalk and inquired if there was a plan to fill it in. Mayor Taylor responded that the City has been awarded a grant to do just that and is waiting for ITD's written authorization to proceed, so the City does not jeopardize grant funds by starting too early.

Council President Riccio asked for an update on the Lakes of Telaga community well. Mayor Taylor said the issue has been worked out and the developer is moving forward. Engineer Woodruff also commented that it is not in the City's jurisdiction and that they do have a very good high quality well.

New Business continued:

6g Consider approving the L-2 form for Fiscal Year 2015 (request to Canyon County for property tax dollars).

RECORD OF PROCEEDINGS

This item is continued until next Council meeting.

6h Consider renaming Chief Road to East 9th Street

Mayor Taylor introduced this item and answered Council's questions. Mayor Taylor asked if there was anyone in the audience who would like to speak to this item: none. Council member Spencer inquired about informing the fire department of the name change. Mayor Taylor responded that all entities will be receiving notice of the change.

Motion: Motion by Council President Riccio to rename Chief Road to East 9th Street, was seconded by Council member Spencer, and carried unanimously.

6i Consider approving the Agreement for Electrical Inspector Services with Shane Vigil dba ECI Contractors

Mayor Taylor introduced this item and answered Council's questions. Mayor Taylor asked if there was anyone in the audience who would like to speak to this item: none.

Motion: Motion by Council President Riccio to approve the Agreement for Electrical Inspector Services with Shane Vigil dba ECI Contractors, was seconded by Council member Huggins, and carried unanimously.

Public Hearing:

5a Consider amending fee schedule to add a water volume rate of \$3.22/1000 gallons when use exceeds 25,000 gallons in a period.

Mayor Taylor introduced the item and answered Council's questions.

Mayor Taylor asked if there was anyone in the audience who would like to speak to this item: none.

Motion: Motion by Council President Riccio to approve Resolution No. 347 amending the fee schedule to add a water volume rate of \$3.22/1000 gallons when use exceeds 25,000 gallons in a period, was seconded by Council member Spencer.

Council member Kiser said that he would like to table this item in order to receive more information regarding volume of water used by residences that are not served by non-potable irrigation water.

Council member Huggins agreed that she would like more data and to table the item as well.

Motion: Motion by council member Kiser to table the item until next Council meeting on August 20, 2014, was seconded by Council member Huggins, and was carried unanimously.

Mayor declared a recess and then reconvened the meeting.

Old Business continued:

RECORD OF PROCEEDINGS

4b Consider approving the Third Addendum to waste collection services contract with Republic Services, which extends service to April 30, 2023

Rachelle Klein of Republic Services introduced the item and answered Council's questions.

Mayor Taylor stated that Republic Services has been an unparalleled community partner with the City over many years.

Mayor Taylor asked if there was anyone in the audience who would like to speak to this item: none.

Motion: Motion by Council President Riccio to approve the Third Addendum to waste collection services contract with Republic Services, which extends service to April 30, 2023, was seconded by Council member Kiser, and carried unanimously.

Public Hearing continued:

Consider approving the Budget Appropriation Ordinance for fiscal year 2015.

AN ORDINANCE OF THE CITY OF MIDDLETON, CANYON COUNTY, IDAHO, ENTITLED THE "ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014," APPROPRIATING \$7,580,701.00 DEEMED NECESSARY TO DEFRAY ALL EXPENSES AND LIABILITIES OF THE CITY OF MIDDLETON, IDAHO, FOR SAID FISCAL YEAR, AND SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SAID APPROPRIATION IS MADE; PROVIDING FOR A WAIVER OF THE READING RULES; AND PROVIDING AN EFFECTIVE DATE.

Mayor Taylor introduced the item and answered Council's questions.

Treasurer Newman added that the Library's request for additional tax dollars did not exceed 5%. Most of the increase in their budget was from their savings and potential grant revenues.

Council President Riccio asked what the total property tax revenue was and Mayor Taylor responded that it was \$1,265,781.

Mayor Taylor asked if there was anyone in the audience who would like to speak to this item:

James Taylor, 1052 Triumph Drive, stated that he would like the Council to try and renegotiate a contract with the Canyon County Sheriff's Department or to allocate the money that would be used for that contract toward a City police force.

Council member Spencer responded that the County Sheriff stated that during budget talks last year the contract number was negotiable but that it ended up not being negotiable at all and in fact the City was told that the number would be increased yearly and that his biggest question is what the enhanced services would be from the department if the contract was extended.

Council President Riccio asked if Council was to have the first reading of the ordinance at this meeting and the second at the next would that put the City behind on when the budget would need to be adopted. Attorney Yorgason said that the City can adopt the budget ordinance by 1, 2 or 3 readings or by title only. Treasurer Newman responded that the last day a budget hearing can be held is September 3, 2014, the L-2 form is due to the County Commissioners September

RECORD OF PROCEEDINGS

4, 2014 and September 30, 2014 is the deadline for the appropriations ordinance to be passed by Council and published once in the newspaper. Council President Riccio also wanted it to be clear that he never stated he wanted to discontinue the police force in Middleton all together, the reasoning was prorated for the eight months during negotiations before entering into a contract.

Mayor Taylor stated that if Council decided to read the budget by title only he would like to send Sheriff Donahue a letter outlining the two different approaches, the Kuna approach and the Kootenai County approach, telling him that the City would be interested in negotiating details of that type of an arrangement for contract services for fiscal year 2015 if his office would be willing to do that and wait his response. If his response is yes he would like to go to his office with others that represent the City and see if anything can be agreed to. As another option he also invited Council to look through the budget and see if they can find money for a Middleton Police Department.

Council member Huggins stated that she is not comfortable having zero in the budget line item for law enforcement and said she would like to have an amount listed and negotiate with said amount. Then if Canyon County cannot work with that amount Mayor and Council have done all they can do and then contact other police forces to see if there is something else that can be arranged for that amount. There is \$50,000 set aside for City police and \$50,000 in reserve and she would take \$10,000 from the prosecuting attorney budget as well so she believes that this \$110,000 should go into the line item. She still questions what the difference in County presence will be if the line item is kept at zero since the question has yet to be answered of what additional services come with the proposed \$300,000 contract. She is just not sure given the Sheriff's office's posture and position what it means if the Sheriff's office does not get paid or revenue from other sources.

Council member Kiser agreed with Council member Huggins that something should be in the law enforcement line item but is more comfortable with \$60,000 and leaving \$50,000 in reserve for unforeseen circumstances but ultimately agreed with Council to change the law enforcement line item to \$110,000.

Council member Spencer agrees with Council member Huggins to put \$110,000 in the line item for law enforcement.

Council President Riccio also believes that \$110,000 should be in the law enforcement line item.

Motion: Motion by Council President Riccio to read Ordinance No. 542 by title only, was seconded by Council member Kiser, and carried unanimously.

Motion: Motion by Council President Riccio to approve Ordinance No. 542 and waive the three reading rule, was seconded by Council member Kiser, and carried unanimously.

DEPARTMENT COMMENTS:

Attorney Yorgason reported on City legal issues and answered Council's questions.

Mayor's Comments:

City has done its one year warranty walk through of the Wastewater Treatment Plant and everything is looking great. The only two items needing completed are small patch of concrete is being replaced, and thermostats in the lab building are being installed.

RECORD OF PROCEEDINGS

Chip sealing in town has been completed successfully, the City will wait approximately one month and will then sweep up excess chips and stripe roads that need to be done.

Zeke's Auto Sales annexation has yet to clear through the State Tax Commission.

The Friends of the Middleton Library has asked to use the front unused area of the Public Works building to sell books out of on a daily basis.

On August 12, 2014 Mayor is scheduled to meet with the design engineer for water and sewer, Warrington Construction and the land owners and residences of the Canyon Villa subdivision regarding the construction that will be happening in their subdivision and will then meet with the landowners along Concord Street to discuss that construction project.

Color Rama this year is September 6, 2014, preregistration ends 23, 2014 and he encouraged Council to participate.

Council comments:

Council member Spencer thanked the Mayor and the Mayor's Youth Advisory Council for their support and participation in the Middleton Relay for Life.

Council member Kiser thanked Council for their support as his family travel to San Diego and he was not in attendance for the last meeting.

ADJOURN:

Mayor Taylor asked if there was any further business to come before the Council. Hearing none,

Motion: Motion by Council President Riccio to adjourn the meeting, was seconded by Council member Spencer, and carried unanimously.

Mayor Taylor declared the meeting adjourned at 10:15 p.m.

Mayor Darin Taylor

ATTEST:

Kandice K Cotterell, Deputy Clerk

Approved: August 20, 2014

5a

RESOLUTION 374-14

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MIDDLETON, CANYON COUNTY, IDAHO, AMENDING THE FEE SCHEDULE TO ADD A WATER-VOLUME RATE TO THE MONTHLY WATER USAGE RATES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Mayor and City Council have reviewed the water fees assessed against city residents and reviewed budgets, expenditures, costs of operation, etc.; and

WHEREAS, the Mayor and Council of the City of Middleton believe that it is in the City's best interest to modify water usage fees to include a volume rate to better cover the costs incurred by the City of Middleton;

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

Section 1: The City of Middleton hereby establishes the following fees and charges for the water and sewer systems:

SEE ATTACHED EXHIBIT A

Section 2: This Resolution shall be effective as of the date of its adoption.

PASSED BY THE COUNCIL OF THE CITY OF MIDDLETON, IDAHO THIS 20th day of August, 2014.

DATED this _____ day of August, 2014.

CITY OF MIDDLETON

Darin Taylor, Mayor

ATTEST:

Kandice Cotterell, Deputy City Clerk

(SEAL)



ADMINISTRATIVE **FEE + TAX**

Copies	
Black and white (8"x11" or 11"x14")	\$0.10 per page
Color (8"x11" or 11"x14")	\$0.50 per page
CD	\$1.00 per disc
Transcripts	Actual cost plus 10%
Research for public records request	Staff hourly rate per Idaho Code
Non-Sufficient-Funds NSF Fee	\$30.00

BUILDING **FEE**

Deposit	\$250
Floodplain Development	\$70.00 per structure or vacant lot
Late Comers	
East Trunk Line	\$1,000
Lakes @ Telaga Hookup, Meter Fee, Initial	See development agmt
Blue Meadows Hookup, Initial	See development agmt
Backlund Hookup, Initial	See development agmt
Mobile home permit	\$0
Mobile home / RV temporary	\$83.25
Value of Improvements	Value established based on Building Safety Journal January-February 2009 Attachment A
Residential Plan Review Fee	25% building permit
Mechanical Plan Review Fee	\$35.00
Commercial Plan Review Fee	65%building permit
Building Permit prior to construction	Attachment B
Permit after construction starts	Double permit fee
Permit fee exemption - wheelchair access ramp to residence (permit required, fee exempt)	\$0.00
Permit - extension request	\$25.00 per lot
Public works inspection	\$25
Public works re-inspection	\$50
Re-inspection (building, electrical, mechanical, plumbing)	\$65/hr (1/2 hr min)
Re-plan review	\$47/hr (1/2 hr min)
Sewer connection meter size	
5/8" x 3/4"	\$3,875
1"	\$6,975
1 1/2"	\$15,500
2"	\$27,513
3"	\$62,000
4"	\$110,050
Water connection meter size	
5/8" x 3/4"	\$1,875
1"	\$3,375
1 1/2"	\$7,900
2"	\$13,313
3"	\$30,000
4"	\$53,290



CITY OF MIDDLETON
 6 North Dewey Avenue, Middleton, ID 83644
 208-585-3133, 208-585-9601 Fax
 www.middletonidaho.us

ADMINISTRATIVE
 RESOLUTION NO. 347-14
 ADOPTED 8-20-2014

BULK WATER FEES / WATER FILL STATION		FEE
Bulk water rate		\$.015 per gallon
Deposit - refundable		\$100
Public works inspection		\$25

CIVIC CENTER		FEE + TAX
Deposit		
Meetings		\$100
Parties and Events (non-profit and profit)		\$300
Rent		
Meetings and Events		\$15 per hour
Profit Half Day (4 pm - midnight)		\$105
Profit Whole Day (8 am - midnight)		\$165
Non-profit Half Day (4 pm - midnight)		\$55
Non-profit Whole Day (8 am - midnight)		\$85
Cancellation Fee		\$30
Resident discount		50%

COMPUTER AND MAPPING SYSTEM		FEE
Digital information		\$25
Digital information / map - 8 1/2" x 11" or 11" x 14"		\$0.50 per page
Digital information / map - larger		\$5.00 per page

Note: Idaho Code 50-345 allows the City to collect a fee from users of a computerized mapping system, not exceeding the actual costs of development, maintenance and dissemination of digital forms of the system.

DEVELOPMENT AGREEMENT		FEE
Initial		\$450
Amend		\$225

INSPECTION		FEE
Electrical		Attachment C
Plumbing		Attachment D
Mechanical		Attachment E

LIBRARY		FEE
Non Resident		\$30
Senior Citizens (62 and over)		\$15
Fines for overdue items		\$0.25 per day per item
Black and white copies		\$0.10 per page
Color copies		\$0.25 per page/side
Color copies		\$0.50 per page with one or more pictures
Lost or damaged items		Replacement cost + \$2.00 per item/damage



CITY OF MIDDLETON
 6 North Dewey Avenue, Middleton, ID 83644
 208-585-3133, 208-585-9601 Fax
 www.middletonidaho.us

ADMINISTRATIVE
 RESOLUTION NO. 347-14
 ADOPTED 8-20-2014

LICENSE	FEE
Alcohol beverage	
Sales for on-premise consumption - beer	\$200
Sales for on-premise consumption - wine	\$200
Sales for off-premise consumption - beer	\$50
Sales for off-premise consumption - wine	\$200
Business License	\$25 per year
Business License late fee	\$25
Contractor registration fee	\$35
Vendors, peddlers, solicitors, temporary merchants	\$35 semi-annually
Bond, cashier's check or letter of credit - individual	\$1,000
Bond, cashier's check or letter of credit - business	\$1000 per employee, \$5000 maximum
Investigation within Idaho	\$40
investigation outside Idaho	\$60

PARK - Pavillions and Shelters	FEE + TAX
Deposit - refundable	\$50
Pavillions 40 x 60 (four hours)	\$50 first 4 hours, \$10.00 per additional hour
Shelters 24 x 30 (four hours)	\$50 first 4 hours, \$10.00 per additional hour
Cancelled reservation within two city business days of reserved use	\$10
Resident Rental Discount	50%

PERMIT	FEE
Beer / wine application (City facility)	\$75
Fireworks Stand	\$50
Deposit - refundable	\$300
Permit to work in Public Right-of-Way	\$50
Special event on City Right-of-way or at City Facility	\$160

STORM WATER	FEE
Single Family Dwelling	\$1.45
Multi Family Dwelling	\$0.60 per unit per month
Mobile Home Park	\$0.88 per space per month
Commercial	\$8.01 per month
Industrial	Measured rate
Minimum charge per user	\$1.45

SUBDIVISION	FEE
Administrative lot split / boundary line adjustment	\$140
Combined preliminary/final plat (short plat)	\$675
Final plat	\$200
Extension request (plat)	\$200
Floodplain development (vacant land)	\$70
Preliminary plat	\$575
Public Works on-site review of installed utilities	
Water	\$250
Sewer	\$250
Vacate plat/Right-of-Way	\$575 + publication
Waiver	\$575 +publication



TRASH See Republic Services Fee Table

TROLLEY STATION FEE + TAX

Deposit	
Meetings	\$100
Parties and Events (non-profit and profit)	\$300
Rent	
Meetings and Events	\$25 per hour
Profit Half Day (4 pm - midnight)	\$170
Profit Whole Day (8 am - midnight)	\$260
Non-profit Half Day (4 pm - midnight)	\$110
Non-profit Whole Day (8 am - midnight)	\$170
Cancellation Fee	\$30
Resident Discount	50%

UTILITY BILLING FEE

After hours	\$30
Deposit (refundable after two years no late payments or arr	\$100
Late	\$10
Service Termination	\$15
24-hour water service turn-on	\$35
Water Base Rate in City Limits	
2012	\$14.38/month and \$1.49/1000 gallons
2013	\$16.38/month and \$1.56/1000 gallons
2014	\$18.38/month and \$1.63/1000 gallons
2014	\$18.38/month and \$3.22 if 25,000 gallons or over
Sewer Base Rate Inside City limits	\$24.85/month and \$3.20/1000 gallons
Water Base Rate outside City limits	
2012	\$21.57/month and \$2.23/1000 gallons
2013	\$24.57/month and \$2.34/1000 gallons
2014	\$27.57/month and \$2.46/1000 gallons
Sewer Base Rate outside City limits	\$25.04/month

Note: Resolution 294-10, signed 5/19/2010, established rates through 2014. Fee increases occur in May.

ZONING FEE

Annexation zoning	\$675 + publication costs
Appeal	\$320
Comp plan amendment (with or w/out rezone)	\$575
Conditional use permit	\$375
De-annexation	\$575 + publication cost
Design review	
P&Z Review	\$450
Staff Review	\$225
Boundary line adjustment	\$140
Manufactured/mobile home park	\$575
Planned unit development (condo/townhouse)	\$575 + publication costs
Rezone	\$575 + publication costs
Variance	\$375

6a

IF RECORDED RETURN TO:
Land Resources, SRA-6118
Bureau of Reclamation
230 Collins Road
Boise, ID 83702

Contract No. 3-07-11-L3480

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Payette Division of Boise Project, Idaho

TWENTY FIVE YEAR -CONSENT TO USE AGREEMENT

THIS AGREEMENT ("Agreement"), made this the Do Not day of DATE 14, pursuant to the Reclamation Act of June 17, 1902 (32 Stat. 388; 43 U.S.C. § 391) and any other laws, or supplementary thereto, commonly known and referred to as the Federal Reclamation Laws, particularly Section 10 of the Act of August 4, 1939 (53 Stat. 1187), between the UNITED STATES OF AMERICA, hereinafter called the United States, acting by and through the Bureau of Reclamation, Department of Interior, hereinafter referred to as Reclamation, and CITY OF MIDDLETON, hereinafter referred to as Consentee

WITNESSETH, THAT:

2. WHEREAS, the United States, acting by and through Reclamation has Project Facilities located, by virtue of its 1890 reservation, on certain lands located in Canyon County in Idaho, in connection with the construction, operation and maintenance of the Payette Division of the Boise Project; which Lands are administered under Federal Reclamation Laws and are hereinafter described in Article 8 of this Agreement; and

3. WHEREAS, Consentee is planning to construct a new roadway segment in west Middleton, Idaho. The road will run south-east from the intersection of Cemetery Road and S.H. 44 to the planned Sawtooth Lake Drive extension. The segment will cross Willow Creek by means of a 50 foot wide 114' single-span bridge crossing Willow Creek in the City of Middleton, Canyon County, Idaho; and

4. WHEREAS, the Lands and Project Facilities subject to this Agreement are being operated and maintained by the Black Canyon Irrigation District.

5. WHEREAS, the use of the Lands for the purposes described herein, under the terms and conditions hereof, are not inconsistent with requirements of the Projects.

NOW, THEREFORE, in consideration of the terms, conditions, mutual covenants, agreements, and stipulations hereinafter stated, the parties do mutually agree as follows:

6. Definitions. The following terms whenever used in this Agreement shall have the

respective meanings:

- a. "Lands" shall mean United States interests in lands which include any lands the United States has or may hereinafter acquire an interest for rights-of-way by easements, and those rights reserved under the Act of August 30, 1890 (26 Stat. 391; 43 U.S.C. §945),
 - b. "Project" refers to the Payette Division of the Boise Project.
 - c. "Project Facilities" shall mean any canal, ditch, lateral, sublateral, drain, spillway, wasteway, siphon, pipeline, roadway, electrical transmission line, communication structure, stream gaging station, substation, switchyard, powerplant, fish ladder, fish screen, and any other appurtenant irrigation and power structures or facilities, or combination thereof, built or to be built as part of the Project.
7. Nonexclusive Consent. The United States and Consentee hereby consents to the use of United States Lands for the purposes of Consentee's operation and maintenance of a bridge and appurtenances upon, over, under and across said Lands and associated Project Facilities, to construct, operate, repair, replace, and maintain a bridge crossing Willow Creek on and across the rights of way of the United States held in connection with the Project shown on the attached exhibits. The rights and privileges of this Agreement are nonexclusive.

Future crossings of any kind either from Consentee or from a Third Party, which are to cross the Lands subject to this Agreement, will be by a separate modification or agreement with the United States.

8. Lands. The parcels of Lands subject to this Agreement are situated in Canyon County in Idaho. Reclamation hereby consents to Consentee, subject to the terms and conditions of this Agreement, the right to use, operate and maintain said improvement and appurtenant structures across said waterways in the manner and at the locations as shown on the attached Exhibits "A", "B", "C", "D" and "E", all exhibits by this reference made a part hereof.

9. No Cost to the United States. Said bridge crossing will be constructed, reconstructed, replaced, repaired, operated and maintained by Consentee or its successors and assigns, without cost to the United States in such a manner as to cause no interference with the flow of water in the canals and laterals or other structures of the United States. All reconstruction and maintenance work shall be undertaken at times and in a manner reasonably satisfactory to Reclamation. Consentee has constructed, and will operate, repair, replace, and maintain its bridge crossing and appurtenances in a substantial and good workmanlike manner, as determined by Reclamation and in compliance with the laws of the state of Idaho, and all laws, regulations and orders of the United States.

10. Fees and Expenses In compliance with Federal regulations as set forth in 43 CFR §429, the Consentee has requested and received a Fee Waiver for all fees associated with this

agreement. The application fees and administrative costs for processing this agreement and Use Fees are hereby waived. In consideration of the benefit to the general public, the United States hereby waives the land use fees in compliance with 43 CFR §429.26.

11. Term of Agreement. This Agreement shall be for the period of Twenty-Five (25) years, from date of execution of agreement until December 31, 2039, unless sooner terminated as hereinafter provided. At the end of such period, City of Middleton may apply for renewal of the Agreement.

12. Subject to Rights of Third Parties. The rights granted by this Agreement are nonexclusive and are subject to all existing valid rights previously acquired by Third Parties, which include any person or private or public entity not a party to this Agreement. Where the United States has only a land interest, rather than land ownership, it is the responsibility of Consentee to obtain proper written authorization from the parties owning the underlying fee to the land on which the pipeline and appurtenances are located. It is also the responsibility of Consentee for determining what other utilities are located within the alignment of their pipeline and appurtenances and for notifying said utility owners of any modifications or repairs to their pipeline.

13. Severability. Each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this Agreement shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or of this Agreement, as a whole.

14. Special Stipulations. Consentee agrees that any construction, installation, operation and maintenance shall be conducted as follows:

a. Consentee shall notify the United States seven (7) days prior to beginning any construction or reconstruction work, if any additional work is required.

b. Consentee's structures shall be constructed, operated and maintained by Consentee without cost to the United States or its successors and assigns, and in such a manner as to cause no interference with the normal operation of the works of the United States. All construction, reconstruction and maintenance work performed by Consentee upon the premises of the United States shall be undertaken only at agreed to times, according to plans, and in a manner satisfactory to Reclamation.

c. This document only authorizes a bridge crossing as indicated on attached exhibits. Encroachments of any kind placed in such right-of-way without express written permission shall be removed at the expense of the person or entity causing or permitting such encroachment upon the request of the owner of the right-of-way.

15. Hazardous Materials.

a. The Consentee may not allow contamination or pollution of Federal lands, waters, or facilities for which Consentee has the responsibility for care, as a result of operation and maintenance of its facilities (bridge crossing) by its employees or agents, and shall take reasonable precautions to prevent, and responsibility for, such contamination or pollution by third parties acting on their behalf or failure of its facilities. Substances causing contamination or pollution shall include, but are not limited to, hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, misused pesticides, pesticide containers, or any other pollutants.

b. Consentee shall comply with all applicable Federal, State, and local laws and regulations, and Reclamation policies and directives and standards, existing, or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported stored, or disposed of, on or in, Federal lands, waters, or facilities.

c. "Hazardous material" means any substance, pollutant, or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq., and the regulations promulgated pursuant to that Act.

d. Upon discovery of any event which may or does result in contamination or pollution of Federal lands, waters or facilities, Consentee shall initiate any necessary emergency measures to protect health, safety, and the environment and shall report such discovery with full details of the actions taken to Reclamation. Reporting may be within a reasonable time period. A reasonable time period means: within twenty-four (24) hours of the time of discovery if it is an emergency; or by the first working day if it is a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.

e. Violation of any of the provisions of the Article, as determined by Reclamation, may constitute grounds for termination of this Agreement. Such violations require immediate corrective action by Consentee and shall make Consentee liable for the cost of full and complete remediation and/or restoration of any Federal resources or facilities that are adversely affected as a result of the violation.

f. Consentee agrees to include the provisions contained in paragraphs (a) through (e) of this Article in any subcontract or third-party contract it may enter into pursuant to this Agreement.

g. Reclamation agrees to provide information necessary for Consentee using

16. Discovery of Cultural Resources. Consentee shall immediately provide oral notification to Reclamation's designated representative of the discovery of any and all antiquities or other objects of archaeological, cultural, historic, or scientific interest on Reclamation Lands. Consentee shall follow up with a written report of their finding(s) to Reclamation's designated representative within forty-eight (48) hours of such oral notification or as soon thereafter as practicable. Objects under consideration include, but are not limited to, historic or prehistoric ruins, human remains, funerary objects, and artifacts discovered as a result of activities under this authorization. Consentee shall immediately cease the activity in the area of the discovery, make a reasonable effort to protect such discovery, and wait for written approval from the designated representative before resuming the activity. Protective and mitigative measures specified by Reclamation's designated representative shall be the responsibility of Consentee.

17. Protection of United States Interests. Consentee shall construct, operate, and maintain its structures in a good workmanlike manner and shall insure compliance with all applicable Federal, State and local laws, regulations, and ordinances; Executive Orders of the United States; and Reclamation policies and directives and standards. The failure of Consentee after due notice to abide by any of the terms and conditions of any applicable laws, rules, or regulations shall cause this Agreement to be subject to immediate termination at the option of Reclamation.

18. Hold Harmless Consentee agrees to indemnify the United States for, and hold the United States and all of its representatives harmless from, all damages resulting from suits, actions, or claims of any character brought on account of any injury to any person or property arising out of any act, omission, neglect, or misconduct in the manner or method of performing any construction, care, operation, maintenance, supervision, examination, inspection, or other activities of Consentee.

19. Unrestricted Access. There is reserved to the United States, the right of its officers, agents, employees, licensees and permittees at all times and places freely to have ingress to, passage over, and egress from all of said right-of-way for the purposes of exercising, enforcing and protecting the rights of the United States.

20. Termination. This Agreement will terminate and all rights of Consentee hereunder will cease, and Consentee will quietly deliver to the United States or to its successors and assigns, possession of the premises in like condition as when granted, reasonable wear and damage by the elements excepted:

a. After failure of Consentee to observe any of the material conditions of this agreement and on the tenth day following service of written notice on the Grantee of termination because of failure to observe such condition; or

b. When the license herein granted is no longer used for the construction, operation and maintenance of a bridge crossing by Consentee; or

c. For any illegal use of the property by Consentee, its employees, agents or

contractors; or

d. Consentee fails to comply with any of the terms and conditions of this Agreement; or

e. Upon mutual agreement of all parties or by 90 day notice by either party.

f. Upon 90 day notice if Reclamation determines that there is an overriding public or project need for the land for an incompatible use; or

g. As provide elsewhere within this Agreement.

The notices related to this article are to be provided as outlined in Article 22 (Notices).

21. Transferability. The provisions of this Agreement shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this Agreement or any part or interest therein shall be valid until approved by Reclamation.

22. Notices.

(a) All notices required or desired to be given under this Agreement shall be in writing and may be delivered by personal delivery; via recognized delivery services such as United Postal Services (UPS) or Federal Express (FedEx); or by deposit in the United States Mail, postage prepaid, as certified mail, return receipt requested, and addressed as follows:

Area Manager
Bureau of Reclamation
230 Collins Road
Boise, ID 83702
(208) 383-2200

Mayor
City of Middleton
6 N. Dewey Ave
Middleton, ID 83644
(208) 585-6611

Manager
Black Canyon Irrigation District
P.O. Box 226
474 Elgin Avenue
Notus, ID 83656
(208) 459-4141

(b) Any notice delivered by personal delivery shall be deemed received by addressee upon actual delivery. Any other method of delivered shall be deemed received by the addressed on the third business day after deposit. The addresses to which notices are to be delivered may be changed by giving notice of such change in accordance with this paragraph. This paragraph shall apply where notice is

required under this Agreement, and no specific requirements are set forth. Where this Agreement provides for a specific notice in a different manner, the more specific requirements shall prevail.

(c) The parties hereby designate the Area Manager and the Leader of Land Management and Permitting as their designated representatives for this Agreement. These individuals shall have authority to take any action allowed or required under this Agreement, on behalf of their employer. The parties may change their designated representatives at any time by giving notice of such change in accordance with Article 25(a).

23. Removal of Structures Upon the expiration, termination, or revocation of this Agreement, Consentee shall remove all structures, equipment, or other improvements placed by it within any Lands subject to this Agreement from the premises at no cost to the United States. Upon failure to remove any such improvements within one hundred eighty (180) days of expiration, termination, or revocation, any remaining improvements shall, at the option of the United States, be removed or become the property of the United States. Consentee shall pay all expenses of the United States related to removal of such structures, equipment, or other improvements.

The United States, its officers, agents, and employees and its assigns shall not be held liable for any damage to Consentee's improvements or works by reason of the exercise of the rights hers reserved; nor shall anything contained in this paragraph be construed in any manner limiting other reservations in favor of the United States contained in this Agreement.

24. Official not to Benefit No Member of Congress shall be admitted to any share or part of any Agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF MIDDLETON

THE UNITED STATES OF AMERICA

BY: _____
Darin Taylor
Mayor

BY: _____
Lorri J. Lee
Regional Director
Bureau of Reclamation
PN Region
1150 N. Curtis Road
Boise, Idaho 83706-1234



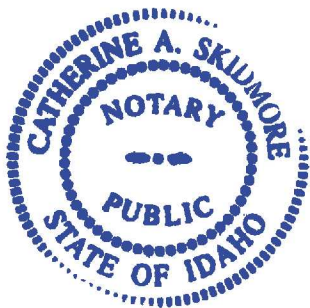
This Agreement has been considered and is hereby approved by the BLACK CANYON IRRIGATION DISTRICT this the 5th day of June, 2014.

Signed by: 
Manager

STATE OF IDAHO)
)ss
County of Canyon)

On this the 5th day of June, 2014, personally appeared before me Roy Maxwell, to me known to be the official of the BLACK CANYON IRRIGATION DISTRICT that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said DISTRICT for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to execute said instrument.

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



Notary Public in and for the
State of Idaho
Residing at 1010 N. 6th St.
Payette, ID. 83661
My commission expires: 1-23-20

ACKNOWLEDGEMENTS

STATE OF Idaho)
) ss
COUNTY OF Canyon)

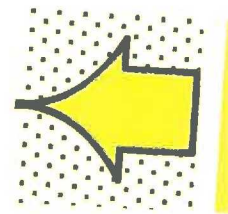
On this the ____ day of _____, 2014, personally appeared before me Darin Taylor, to me known to be the official of the CITY OF MIDDLETON, that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the CITY OF MIDDLETON, for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to execute said instrument.

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

Notary Public

(SEAL)

Notary Public
State of Idaho
Residing at:
My Commission Expires:



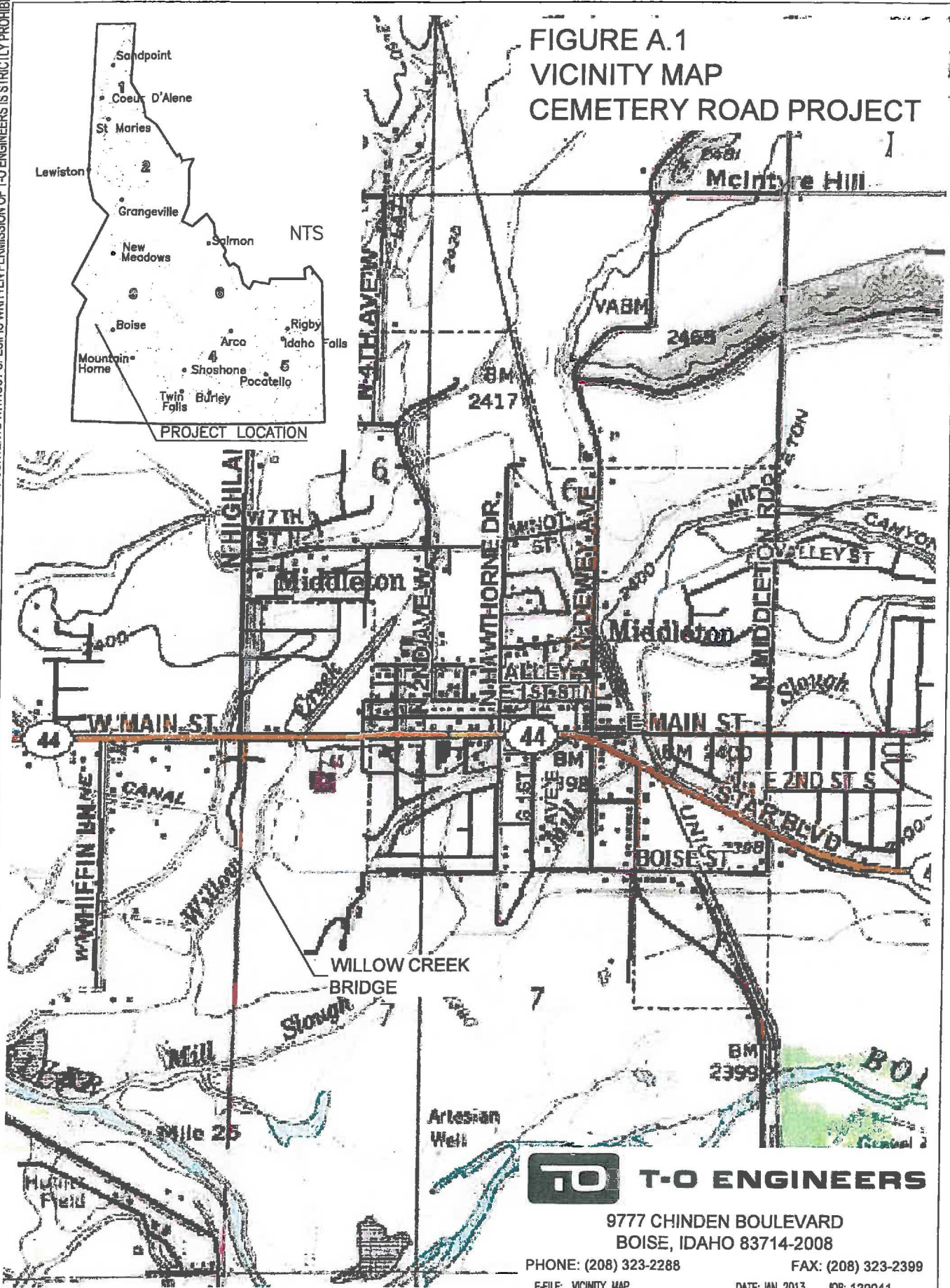


Source: Esri, DigitalGlobe, GeoEye, Earthstar (USA), USGS, AeroGRID, IGN, IGP, swisstopo, and the GIS User Community

Exhibit A

© 2013 T-O ENGINEERS. THIS INSTRUMENT IS THE PROPERTY OF T-O ENGINEERS. ANY REPRODUCTION, REUSE OR MODIFICATION OF THIS INSTRUMENT WITHOUT SPECIFIC WRITTEN PERMISSION OF T-O ENGINEERS IS STRICTLY PROHIBITED.

FIGURE A.1 VICINITY MAP CEMETERY ROAD PROJECT



T-O ENGINEERS

9777 CHINDEN BOULEVARD
BOISE, IDAHO 83714-2008

PHONE: (208) 323-2288 FAX: (208) 323-2399
E-FILE: VICINITY MAP DATE: JAN 2013 JOB: 120041

6c

Task Order for Surveying, Engineering and Construction Administration Services

Task Order No. 003

WWTP HEADWORKS AND GRIT BUILDINGS

THIS TASK ORDER, entered into this ___ day of _____, 2014, between the City of Middleton, Idaho ("OWNER") and Keller Associates, Inc. ("ENGINEER"), is subject to the provisions of the Agreement for Surveying, Engineering and Construction Administration Services, dated April 24, 2012 ("AGREEMENT").

WITNESSETH:

WHEREAS OWNER intends to have the ENGINEER provide design and construction management services for buildings over the existing screens, influent lift station, and grit system.

NOW THEREFORE, the OWNER and ENGINEER, in consideration of their mutual covenants herein agree in respect as set forth below.

OWNER RESPONSIBILITIES: Owner will provide access to the WWTP. Owner will attend scheduled meetings to discuss the design and construction progress meetings. Owner will review the design documents and provide comments to the Engineer. Owner will pay for any advertising fees for project bidding.

SERVICES TO BE PERFORMED BY THE ENGINEER:

The ENGINEER will provide design and construction management services for buildings over the existing screens, influent lift station, and grit system. It is anticipated that Grit Building will be CMU construction and the Screen/Lift Station Building will be CMU or metal construction.

Final Design. Scope of Work will include civil, mechanical, structural, HVAC, plumbing, and electrical design necessary to construct two separate buildings. One over the Screen/Influent Lift Station and the other over the Grit facility. The deliverables during the design phase include providing three sets of the following: a 50% drawing review set, a 90% drawing and specification review set, and final design drawings and specifications.

Bidding and Award Services. Engineer will hold a pre-bid meeting, respond to questions received during the bid phase through the issuing of up to three (3) addenda, evaluate the bid, and make a recommendation to the Owner. Engineer will manage the bid documents, including the list of plan holders..

Engineering Services During Construction. One construction contract is anticipated for construction of the two buildings. Upon construction notice of award, Consultant will begin Engineering Services During Construction. The work during the Construction Phase includes

a preconstruction conference, monthly construction meetings, three supplemental engineering inspections by structural engineer, shop drawing review, construction administration (RFIs, field orders, change orders, and pay requests), final inspection, and record drawings.

For budgeting purposes the construction schedule is estimated to be 75 days. The Deliverables during the Construction phase includes monthly progress reports and three sets of record drawings (provided in PDF format showing Contractor Redlines).

Construction Observation Services during the Construction Phase. One construction project is anticipated. Upon construction notice to proceed, the Consultant will begin Construction Observation services. It is anticipated that the City will also provide construction observation services and that the Consultant's construction observation services shall be on a part-time, supplemental basis. Through observations of Contractor's work in progress and field checks of materials and equipment, Consultant shall endeavor to protect Owner against defects and deficiencies in the work. However, Consultant shall not, during such construction observation or as a result of observations of Contractor's work in progress, supervise, direct, or have control over contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for security or safety at the site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The Consultant neither guarantees the performances of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the Contract Documents. The construction schedule is estimated to be 75 days with 15 hours per week of construction observation assumed for budgeting.

SCHEDULE OF SERVICES TO BE PERFORMED:

The design schedule is as follows:

1. 50% design – one month from receiving a signed contract
2. 90% design – two weeks from receiving Owner's comments on 50% design
3. Final design – one week from receiving Owner's 90% comments
4. DEQ Review – dependant on Idaho DEQ
5. Construction Schedule 75 days from notice of Award to Final Completion

MODIFICATIONS - NA

BASIS OF FEE AND BILLING SCHEDULE:

The OWNER will pay the ENGINEER for its services on a Lump Sum fee of \$32,200 (Thirty-two-thousand-two-hundred-dollars) for Design and Bidding services and an additional \$9,400 (Nine-thousand-four-hundred-dollars) for Engineering Services During Construction. Construction Observation Services shall be completed on a time and materials basis based on the

Consultants current title code billing rates (updated annually in January). The estimated budget for the Construction Observation is \$14,500 (Fourteen-thousand-five-hundred-dollars).

IN WITNESS WHEREOF, the parties hereto have executed this TASK ORDER as of the day and year first above written.

OWNER: CITY OF MIDDLETON

ENGINEER: KELLER ASSOCIATES, Inc.

By: _____
Darin J. Taylor, Mayor

By: _____
Rod J. Linja, President

Address: P.O. Box 487
Middleton, Idaho 83644

Address: 131 SW 5th Avenue, Suite A
Meridian, Idaho 83642

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ENGINEER: KELLER ASSOCIATES, Inc.

By: _____
Darin J. Taylor, Mayor

By: _____
Rod J. Linja, President

Address: P.O. Box 487
Middleton, Idaho 83644

Address: 131 SW 5th Avenue, Suite A
Meridian, Idaho 83642

7a

2014 Dollar Certification of Budget Request to Board of County Commissioners L-2 (the L-2 worksheet and applicable "Voter Approved Fund Tracker" and copy of published budget must be attached)

District or Taxing Unit's Name:

Fund	Total Approved Budget*	Cash Forward Balance	Other revenue <i>NOT</i> shown in Column 5	Property Tax Replacement From Line 14 of L-2 Worksheet	Balance to be levied Col. 2 minus (Cols. 3+4+5)
1	2	3	4	5	6
General	2,550,991		1,880,056	12,075	658,860
Streets	1,956,358	629,736	731,705		594,917
Garbage	515,545		515,545		0
Water	805,428	115,278	690,150		(0)
Sewer	1,752,378	250,278	1,502,100		(0)
Column Total:	7,580,700	995,292	5,319,556	12,075	1,253,777

I certify that the amounts shown above accurately reflect the budget being certified in accordance with the provisions of I.C. §63-803. To the best of my knowledge, this district has established and adopted this budget in accordance with all provisions of Idaho Law.

Signature of District Representative _____ Title: _____ Date: _____

Please print above: Contact Name and Mailing Address _____ Email Address: _____
 Phone Number: (_____) _____ Fax Number: (_____)

* = Do not include revenue allocated to urban renewal agencies.

Please attach a copy of your published budget showing your property tax information.