



AGENDA
City Council Meeting
City of Middleton, Idaho

Date: Wednesday, October 2, 2019
Location: 6 N. Dewey Ave., Middleton, Idaho

Time: 6:30 p.m.

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

Action Items

1. Consent Agenda (items of routine administrative business)
 - a) Consider approving minutes for Council's September 18, 2019 meeting.
 - b) Consider ratifying September 27, 2019 payroll in an amount of \$90,081.53 and approving accounts payable thru September 8, 2019 in the amount of \$254,923.04.
2. Consider unappointing and appointing the following individuals from and to the city's Impact Fee Advisory Committee.
 - Chris Yorgason (Committee Chair) - no change
 - Doug Critchfield – no change
 - Tyler Ashton (builder) – no change
 - Unappoint Alan Mills (Realtor) and appoint Brett Bishop (builder)
 - Unappoint Paul Watson (developer) and appoint Doug Attwood (builder)
 - Unappoint Jennifer Barr and appoint Jim Taylor
 - Unappoint Pam Wagoner and appoint Kassa Hartley
3. Consider authorizing full traffic signal rather than roundabout be constructed at State Highway 44/Hartley Ln. because of about 1.5 million in cost difference.
4. Consider approving Supplemental Engineering Services No. 2 with Precision Engineering in an amount not to exceed \$80,000 to design a traffic signal at State Highway 44/Hartley Ln.
5. Consider approving a contract with Southwest District Health Department to provide immunizations needed by employees' according to their respective job duties.
6. Consider approving a contract with Spillman Technologies Inc. in an amount not to exceed \$28,456.25 to provide shared-agency licensing for Middleton Police Department on Canyon County Sheriff's Server, certain modules and maintenance, and a one-year maintenance contract for Fiscal Year 2020.
7. Consider approving the proposal and hiring SPF Water Engineering in an amount not to exceed \$91,500 to prepare a Water System Master Plan that will update the existing 2007 plan in records of the Idaho Department of Environmental Quality, thus enabling certain municipal public water system capital improvements planned during the next ten years.
8. Consider piggybacking on the statewide bid and approving the purchase of two 2020 Ford F-250 4-wheel drive pickups from Mountain Home Auto Ranch in an amount not to exceed \$63,410.86 to replace the 2002 Dodge in the wastewater division and the 2007 Ford F-250 in the transportation division of the public works department.
9. Consider declaring certain city-owned worn-out or broken computers and servers surplus and authorizing them to be recycled.

10. Consider approving a contract with Idaho Transportation Department (ITD) to reimburse the city for overtime paid to Middleton Police officers participating in ITD's enhanced patrol program.
11. Consider accepting the quote and hiring McLeran Well Drilling LLC in an amount not to exceed \$7,300 to abandon according to state law the non-operating domestic well on real property the city acquired (aka Gabica Farm) south of Middleton Middle School.
12. Consider accepting the quote and hiring FTR (First Team Restoration) in an amount not to exceed \$15,795 to abate lead and asbestos on real property the city acquired (aka Gabica Farm) south of Middleton Middle School.
13. Consider renting an excavator for two months from Western States, The CAT Rental Store, in an amount not to exceed \$14,125 to: demolish the house, after lead and asbestos are removed, on real property the city acquired (aka Gabica Farm) south of Middleton Middle School; demolish the house at 805 west main street to make way for S. Cemetery Road, remove pit-run from the Boise River to use as sub-base for approximately 1.25 miles of greenbelt in River Park; and remove tree stumps from the expanded wastewater treatment plant facility.
14. Consider accepting the quote and purchasing a CAT T9B Trencher with a 48" Cut, hydraulic side shift and combo carbide teeth in an amount not to exceed \$5,600 to install irrigation lines at Meadow Park (2 acres), Magic Park (5 acres), amphitheater at Piccadilly Park, etc.
15. Consider accepting the Proposal and hiring Executech in an amount not to exceed \$6,397.27 to upgrade the virtual servers from Windows Server 2008 to the latest Windows Server OS.
16. Consider accepting the Estimate purchasing through Executech in an amount not to exceed \$543.96 to upgrade RAM on city's physical servers to ensure resources to handle the current virtual servers and possible future servers if needed.
17. Consider authorizing payment of annual membership dues to Valley Regional Transit in an amount not to exceed \$4,176.
18. Consider authorizing payment to Jay A. Alcala in the amount of \$6,460.91, and to Dustin and Leia Davis in the amount of \$58,960 for right-of-way needed for the S. Cemetery Rd. – Sawtooth Lake Dr. project.
19. Consider amending the Middleton Supplement to the Idaho Standards for Public Works Construction.
20. Continue Sept. 18, 2019 discussion about discontinuing billing for Republic Services and request it directly bill its customers for garbage and recycling services.
21. Consider approving an amended preliminary plat for Valhalla Country Estates Subdivision.

Information Items

1. Relocate public meeting room to Trolley Station so library area for programs can expand into current public meeting room?

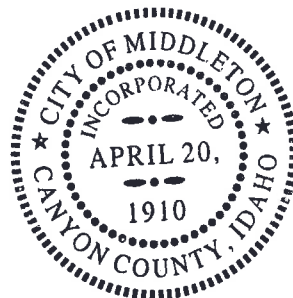
Public Comments, Mayor and Council Comments, Adjourn

Posted by:


Dawn M. Goodwin, Deputy Clerk

Date: September 30, 2019 2:30 p.m.

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



**MIDDLETON CITY COUNCIL
SEPTEMBER 18, 2019**

The Middleton City Council meeting on September 18, 2019 was called-to-order at 6:30 p.m. by Mayor Darin Taylor, who introduced City Attorney Chris Yorgason.

Roll Call: Council President Rob Kiser and Council Members Carrie Huggins, Jeff Garner and Beverlee Furner were present.

Action Items

1. **Consent Agenda (items of routine administrative business)**
 - a) **Consider approving minutes for Council's September 4, 2019, 2019 meeting.**
 - b) **Consider ratifying September 11, 2019 payroll in an amount of \$80,471.04 and approving accounts payable thru September 8, 2019 in the amount of ~~\$214,936.59~~ \$272,505.37.**

Mayor Taylor called and introduced the agenda items.

Motion: Motion by Council President Kiser to approve consent agenda items a and b was seconded by Council Member Huggins and carried unanimously.

2. **Consider approving a Special Community Events permit and waiving the application fee for it and Trolley Station rental fees for Constitution Camp scheduled for July 6-10, 2020.**

Mayor Taylor called and introduced the agenda item and asked if anyone in the audience would like to speak to the item: none.

Motion: Motion by Council President Kiser to approve a special community events permit and waive the trolley station rental fees was seconded by Council Member Garner and carried unanimously.

3. **Consider approving the purchase of 12x16 premium shed with a gable roof, 8' roll-up door and a ramp from Custom Sheds of Idaho in an amount not to exceed \$4,675 to use for landscape maintenance equipment in Middleton Place Park.**

Mayor Taylor called the agenda item and requested it be tabled until additional bids were received.

Motion: Motion by Council President Kiser to table the purchase until two additional bids have been obtained seconded by Council Member Furner and carried unanimously.

4. **Consider approving an amended preliminary plat for Valhalla Country Estates Subdivision.**

Mayor Taylor called the agenda item and requested it be tabled until the next regularly-scheduled meeting because the city is awaiting a revised amended preliminary plat from the applicant.

Motion: Motion by Council President Kiser to table the agenda item to the next regularly scheduled meeting seconded by Council Member Furner and carried unanimously.

5. Consider confirming Mayor's appointment of Bruce Bayne as the Public Works Superintendent

Mayor Taylor called and introduced the agenda item, saying Mr. Bayne would continue as the appointed Planning and Zoning Officer as well, and asked if anyone in the audience would like to speak to the item: none. Mayor Taylor appointed Bruce Bayne as the Public Works Superintendent.

Motion: Motion by Council President Kiser to confirm the Mayor's appointment was seconded by Council Member Garner and carried unanimously.

6. Consider adopting Ordinance No. 624 to clarify:

Road-name direction references: north, south, east and west, should be based on the center of town: Hawthorne Ave. intersection with Main Street (aka State Highway 44), to rename Meadow Park Boulevard to Meadow Park Street, and

To amend Middleton City Code 5-4-7(A)(2) so city-required improvements are constructed and the completion packet accepted by the city as conditions precedent to the city accepting an application for final plat.

Public Hearing. Mayor Taylor called the agenda item, opened the public hearing at 7:00 p.m., and introduced the agenda item. Mayor asked if anyone in the audience would like to speak to this item: none.

Motion: Motion by Council President Kiser to close the public comment portion of the meeting was seconded by Council Member Garner and carried unanimously.

Motion: Motion by Council President Kiser to read Ordinance No. 624 by title only was seconded by Council Member Huggins and carried unanimously. Mayor Taylor read Ord. 624 by title only.

Motion: Motion by Council President Kiser to waive the three-reading rule and adopt Ordinance No. 624 was seconded by Council Member Huggins and carried unanimously. Mayor Taylor closed the public hearing at 7:08 p.m.

7. Consider approving the FY2020 Water Quality Permitting and Natural Treatment Planning Proposal with Hyqual PLLC in an amount not to exceed \$54,000.

Mayor Taylor called and introduced the agenda item and asked if anyone in the audience would like to speak to the item: none.

Motion: Motion by Council President Kiser to approve the proposal was seconded by Council Member Huggins and carried unanimously.

8. Discuss discontinuing billing for Republic Services and request it bill customers directly for garbage and recycling services.

Mayor Taylor called and introduced the agenda item and asked if anyone in the audience would like to speak to the item: none. Council discussion followed with questions. Mayor said he would provide the agreements for council's review prior to the next regularly-scheduled meeting.

Motion: Motion by Council President Kiser to table this item until the next regularly-scheduled meeting was seconded by Council Member Garner and carried unanimously.

9. Discuss removing municipal franchise fees from franchise agreements.

Mayor Taylor called the agenda item and requested it be tabled so all franchise agreements could be reviewed and discussed at the same time.

Motion: Motion by Council President Kiser to table this item until the next regularly-scheduled meeting was seconded by Council Member Garner and carried unanimously.

10. Consider approving Resolution 426-19 increasing the sewer and domestic water connection and use fees up to four percent, starting next fiscal year ... October 1, 2019, and amending the fee schedule accordingly.

Public Hearing. Mayor Taylor called the agenda item, opened the public hearing at 8:08 p.m., and introduced the agenda item. Mayor asked if anyone in the audience would like to speak to this item: none.

Motion: Motion by Council President Kiser to close the public comment portion of the meeting was seconded by Council Member Garner and carried unanimously.

Motion: Motion by Council President Kiser approve Resolution 426-19 was seconded by Council Member Huggins and carried unanimously.

Mayor Taylor closed the public hearing at 8:42 p.m.

Public Comments, Mayor and Council Comments: none.

Adjourn: Mayor Taylor adjourned the meeting at 8:57 p.m.

ATTEST:

Darin Taylor, Mayor

Dawn M. Goodwin, Deputy Clerk
Minutes Approved: October 2, 2019



1935 N Belgrave Way, Eagle, Idaho 83616
Ph: 208.938.1695 | Cell: 208.859.0485

Mr. Darin Taylor, Mayor
City of Middleton (COM)
1103 West Main Street Middleton Idaho, ID 83644

Subject: REQUEST FOR SUPPLEMENTAL ENGINEERING SERVICES NO. 2
Hartley Lane and SH44 Intersection | Project No. 18015

Dear Mayor:

As discussed on 9/24/2019; we are requesting a supplemental for engineering services and additional design fees for the following:

- Design the intersection reconfiguration and install a permanent traffic signal at the intersection of Hartley and SH44 intersection as outlined below:
 - Install a fully actuated permanent traffic signal for intersection control measures.
 - Northbound and southbound Hartley Lane will be reconfigured to consist of: 1-dedicated right turn lane, 1-dedicated left turn lane and 2-thru lanes (1-lane in each direction).
 - 1-dedicated right turn lane will be added to both the eastbound and westbound directions of SH44. The exiting SH44 lane configuration of 1-dedicated left turn lane in each direction and 2-thru lanes (1-lane in each direction) will be retained.
 - Hartley Lane will be constructed as an urban section including curb and gutter and included roadside swales for drainage.
 - SH44 will remain a rural section (no curb and gutter)

Assumptions

- The scope and budget assumes the bid documents will go through one round of City and ITD comments, to be completed at the same time; additional reviews will be completed as a supplemental to this Scope of Work.
- City of Middleton to order and procure the traffic signal equipment to be installed by the Contractor.
- Plan sheets, special provisions and bid items will be completed to ITD standards.
- This scope and budget does not include construction observation and will be completed as a supplemental to this Scope of Work.
- This scope and budget does not include any additional topographic survey, legal descriptions and/or geotechnical engineering and if required would be completed as a separate agreement to this Scope of Work.
- This scope and budget does not include preparing traffic control plans and assumes the traffic control plans will be prepared and submitted for approval to ITD by the Contractor.
- Due to the accelerated schedule Precision will continue to prepare the design and plan production while ITD completes their review.

Lump Sum Budget

Total Lump Sum Budget \$139,000.00
Utilize Remaining Budget of \$59,000.00 from Supplemental No.1
Plus additional Budget of \$80,000.00 from Supplemental No.2

Schedule

Submit Intersection Configuration Layout and Traffic Signal Material List to ITD: 10/16/2019
Receive ITD Comments: 10/26/2019
Submit PS&E Bid Package: 11/18/2019

Sincerely,

Joel Grounds, P.E., PTOE | Principal Engineer



July 18, 2019

To whom it may concern:

At the beginning of each fiscal year we renew our current contract agreement, due to possible fee increases. Please verify that the information in this agreement is correct. If so, please fax or mail the signed agreement to have on file for the new fiscal year.

Also, I would like to take this opportunity to inform you of the new Hepatitis B adult vaccine we are carrying, HEPLISAV-B. This is a 2 dose vaccine given 1 month apart and the fee is \$145 per dose. I have included information regarding the vaccine. If you have any questions or would like to add it to your contract please feel free to call.

Thank you for your support and time,

Silvia Juarez
Billing Specialist
SWDH
13307 Miami Lane
Caldwell ID 83607
P (208)455-5383
F (208) 455-5368

Healthier Together

13307 Miami Lane • Caldwell, ID 83607 • (208) 455-5300 • FAX (208) 454-7722



BILLING AGREEMENT FOR SERVICES

Billing Department ☐
Silvia Juarez (208) 455-5383
Fax# (208) 455-5368

Date: September 23, 2019

Name of Agency: City of Middleton
Contact Person: Darin Taylor, Mayor

Phone: (208) 697-4354

Email: dtaylor@middletoncity.com

Billing Address: 1103 West Main Street
City, State, Zip: Middleton, ID 83644

Hep B (3 shot series)	Titer*	TD	Hep A (2 shot series)	TwinRix (3 shot series)
\$92 each	\$34.00	\$71	\$120 each	\$146 each

Health District Site: _____Caldwell _____Emmett _____Weiser _____Payette

Estimated Number of Clients: _____

Annual updates in August of every year

* Antibody test will generate a charge from SWDH for blood collection & handling (\$34.00).

* Separate bill will be sent to you from Idaho Department of Laboratories for this test.

Current charges at IBL are currently \$15.00 per titer; prices may be subject to change.

Your agency will be billed monthly for services received. Full payment is required within 45 days, unless prior arrangements have been made. Balances over 90 days will be subject to collection process.

Signature, title

Date

Nikole Zogg, Director

Date

Healthier Together

13307 Miami Lane • Caldwell, ID 83607 • (208) 455-5300 • FAX (208) 454-5368

HEPLISAV-B™

Hepatitis B Vaccine (Recombinant), Adjuvanted

HEPLISAV-B™ is now approved for prevention of infection caused by all known subtypes of hepatitis B virus (HBV) in adults 18 years of age or older.^{1,2}

DISEASE BACKGROUND

Hepatitis B virus is a highly infectious and resilient disease that can lead to serious complications and death.³ It remains an important cause of acute and chronic liver disease, and is a major global health problem associated with high healthcare costs.⁴ In the United States, chronic HBV infection is a widespread and growing public health challenge, with an estimated prevalence of 850,000 to 2.2 million people living with HBV.⁵ Since 2014, there has been an increase in the rate of new HBV infections.⁶ The heroin and opioid epidemics are among significant contributing causes to the increase in HBV infection rates, with some states affected by the epidemics having experienced a 114% increase in HBV infection rates from 2006 to 2013.⁶ Each year, an estimated 5,000 individuals in the United States die from chronic liver disease due to HBV infection.⁴

There is no cure for HBV infection, and effective vaccination is critical to reducing the spread of the disease.⁷ Despite historical vaccination and public awareness efforts, chronic HBV infection remains a significant cause of morbidity and mortality.⁴ Conventional (alum-adjuvanted) HBV vaccines require 3 doses given over 6 months to achieve protection in adult patients, which presents compliance challenges that may potentially leave patients at risk.⁸⁻¹⁰ A Vaccine Safety Datalink study of more than 88,000 adult hepatitis B vaccine recipients found that 81% received at least 2 doses and only 54% received all 3 doses within 1 year.¹¹

The Centers for Disease Control (CDC) Advisory Committee on Immunization Practices (ACIP) includes recommendations for HBV vaccinations, including proactive vaccination of adults at risk for HBV infection.⁷

*Calculation based on a weighted average of patients aged 18 years or older (n=88,711) initiating a hepatitis B vaccination series in a large population-based, retrospective cohort study of the Vaccine Safety Datalink population of approximately 8.8 million medical care organization enrollees.

HEPLISAV-B BACKGROUND

HEPLISAV-B is manufactured by Dynavax Technologies Corporation and was approved by the U.S. Food and Drug Administration (FDA) on November 9, 2017.² This approval was based on data from 3 head-to-head, phase 3 noninferiority trials of HEPLISAV-B versus Engerix®-B comprising nearly 10,000 adult participants who received HEPLISAV-B. Two doses of HEPLISAV-B in 1 month provided higher rates of protective immunity to 90% or more of patients in the groups studied versus Engerix-B, including patients with factors that typically affect the immune response, such as older (>40 years of age) adults, men, persons with diabetes, obese persons, and persons who smoke.^{1,4} The safety and effectiveness of HEPLISAV-B have not been established in individuals less than 18 years of age.¹

HEPLISAV-B contains a TLR9-agonist adjuvant that was shown in clinical studies to allow for improved immune responses after only 2 doses, including in populations that may respond poorly to current vaccines.⁴

HEPLISAV-B offers a 2-dose regimen with a shorter administration schedule and a reduced burden of administration compared with conventional vaccines.⁴

INDICATION AND USAGE

HEPLISAV-B is indicated for prevention of infection caused by all known subtypes of hepatitis B virus. HEPLISAV-B is approved for use in adults 18 years of age and older.¹

DOSAGE AND ADMINISTRATION

Administer 2 doses (0.5 mL each) of HEPLISAV-B intramuscularly, 1 month apart.¹

CLINICAL PHARMACOLOGY

Infection with HBV can have serious consequences, including acute massive hepatic necrosis and chronic active hepatitis. Chronically infected persons are at increased risk for cirrhosis and hepatocellular carcinoma. Antibody concentrations ≥ 10 mIU/mL against hepatitis B surface antigen (HBsAg) are recognized as conferring protection against HBV infection.¹

HEPLISAV-B is considered to act by using an adjuvant that activates TLR9 in plasmacytoid dendritic cells (pDCs) that, when combined with HBsAg, leads to production of HBsAg-specific antibodies.²

IMPORTANT SAFETY INFORMATION

Do not administer HEPLISAV-B to individuals with a history of severe allergic reaction (eg, anaphylaxis) after a previous dose of any hepatitis B vaccine or to any component of HEPLISAV-B, including yeast.

Appropriate medical treatment and supervision must be available to manage possible anaphylactic reactions following administration of HEPLISAV-B.

Immunocompromised persons, including individuals receiving immunosuppressant therapy, may have a diminished immune response to HEPLISAV-B.

Hepatitis B has a long incubation period. HEPLISAV-B may not prevent hepatitis B infection in individuals who have an unrecognized hepatitis B infection at the time of vaccine administration.

The most common patient-reported adverse reactions reported within 7 days of vaccination were injection site pain (23%-39%), fatigue (11%-17%), and headache (8%-17%).

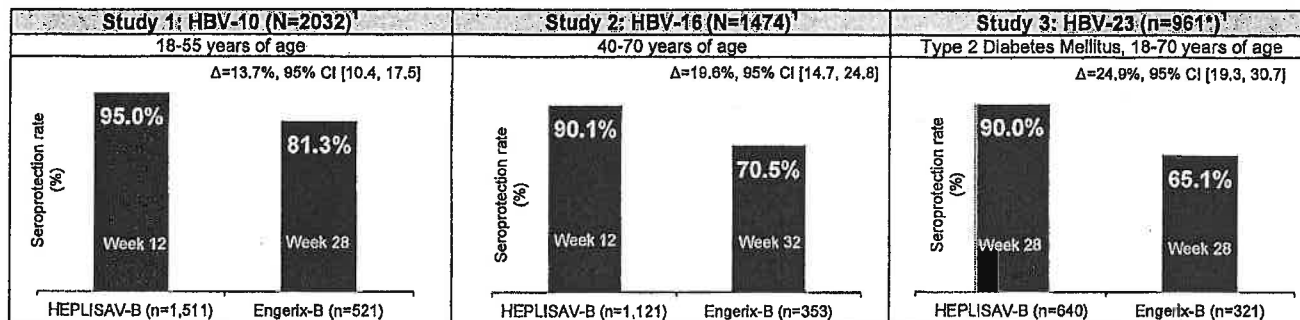
To report SUSPECTED ADVERSE REACTIONS, contact Dynavax at 1-844-889-8753 or VAERS at 1-800-822-7967 and www.vaers.hhs.gov.

Please see full Important Safety Information and accompanying full Prescribing Information.

EFFICACY OUTCOMES

The immunogenicity of HEPLISAV-B was evaluated in comparison with a licensed hepatitis B vaccine (Engerix-B) in 3 randomized, active-controlled, observer-blinded, multicenter, phase 3 clinical trials of adults with no history of hepatitis B vaccination or infection. Seroprotection rates (SPRs) following injection with 2 doses of HEPLISAV-B were compared with rates following injection with 3 doses of Engerix-B. In all 3 trials, HEPLISAV-B was given as a 2-dose regimen at 0 and 1 month followed by placebo (saline) at 6 months, whereas Engerix-B was given at 0, 1, and 6 months.¹

Two doses of HEPLISAV-B provided higher rates of protection ($\geq 90\%$) in more adults across 3 pivotal clinical trials compared with 3 doses of Engerix-B.¹



*In Study 3, the immunogenicity population comprised 4537 subjects who received HEPLISAV-B and 2289 subjects who received Engerix-B. The primary analysis above shows outcomes in subjects with type 2 diabetes mellitus.¹

SAFETY OUTCOMES

The safety profile of HEPLISAV-B was demonstrated in 3 pivotal clinical trials of nearly 10,000 subjects with up to 12 months of follow-up.¹ The overall safety profile of HEPLISAV-B was similar to that of Engerix-B⁴:

- HEPLISAV-B had a lower frequency of systemic postinjection reactions (including fever) and a similar frequency of local postinjection reactions compared with Engerix-B
- Adverse events (AEs) and medically-attended AEs were balanced in type and frequency between the HEPLISAV-B and Engerix-B treatment groups
- Frequency of immune-mediated disease in recipients of HEPLISAV-B was balanced with that of Engerix-B

The most common local reaction was injection site pain (23%-39%). The most common systemic reactions were fatigue (11%-17%) and headache (8%-17%).¹

Quote and Purchase Addendum

Quoted Date:	July 10, 2019	Quote Number:	190226
Quote Expiration:	October 30, 2019	Prepared By:	Tyler Holland

Services Included

- **Project Management and Installation** – Spillman Technologies will assign a Flex Project Manager as the agency's single point of contact. This individual will coordinate Spillman's expert installation and training staff as needed to ensure a smooth upgrade transition.

Included in Quote

Shared Agency Licensing for Middleton Police Department

Includes Modules and Maintenance listed in Attachment A

Shared on Canyon County Sheriff's Server

Package Quote

\$28,456.25

The Customer's signature below constitutes its agreement to purchase the licenses, products and/or services according to the terms quoted by Spillman Technologies within this document. This document shall serve as an addendum to the Purchase Agreement previously entered into between the Customer and Spillman Technologies. The terms and conditions of the Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted herein.

Middleton Police Department
Customer Name

Authorized Signature

Date

Print Name and Title

Shared Agency Agreement

This Shared Agency Agreement, together with the Purchase and License Agreement executed by the Host Agency and one or more executed Sales Quote/Purchase Agreements (collectively, the "License Agreement"), constitute one integrated agreement and is the complete and exclusive statement of Spillman's obligations and responsibilities with regard to the Spillman software licensed hereunder (the "Software"). All capitalized terms used and not otherwise defined herein shall have the definitions given to such terms in the License Agreement.

Section 1: Definitions:

- 1. 1 Shared Agency** - A "Shared Agency" is an agency that has purchased the right and license to use the same copy of the Software currently licensed by Spillman to the Host Agency, as set forth in the License Agreement.
- 1. 2 Host Agency** - The "Host Agency" is a current Spillman licensee and customer that is authorized by Spillman and has agreed to share its use of the Software installed at its facilities with the Shared Agency.

Section 2: License

- 2. 1 Grant of License.** Spillman grants to Shared Agency a non-exclusive, non-transferable license to use the same copy of the Software, its Documentation and other related materials, which are presently licensed to the Host Agency, subject to the terms and conditions set forth in the License Agreement, as well as the terms and conditions specified in this Shared Agency Agreement. The liability cap set forth in Section 11.5 of the License Agreement, as it applies to Shared Agency, shall be the license fees paid by Shared Agency to Spillman. Shared Agency agrees to comply with all such terms and conditions.
- 2. 2 Termination.** This Shared Agency Agreement will terminate automatically if and when the License Agreement terminates for any reason. Spillman or the Host Agency may immediately terminate this Shared Agency Agreement and license at any time if the Shared Agency breaches the terms of this Shared Agency Agreement or the License Agreement. The Host Agency may terminate this Shared Agency Agreement at any time, with or without cause, upon ninety (90) days prior written notice to Spillman and the Shared Agency, unless otherwise agreed in writing by the Host Agency.
- 2. 3 No Assignment.** The Shared Agency may not assign or transfer this Shared Agency Agreement to any other entity or agency, including by operation of law, without the prior written consent of the Host Agency and Spillman, which shall not be unreasonably withheld.

Section 3: Scope of Rights

- 3. 1 Support and Services.** Shared Agency understands that, unless otherwise agreed in writing by all parties, all assistance, support and maintenance services for the Software may be obtained by Shared Agency only through the Host Agency. This Shared Agency Agreement does not entitle Shared Agency to any Spillman services beyond the license to use the Software.
- 3. 2 Warranty.** The Warranty Period for the Software (as defined in Section 11.1 of the License Agreement) is limited to the remaining time, if any, originally granted under the License Agreement.

Accepted and Approved:

Shared Agency: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Spillman Technologies, Inc.

Signature: _____

Print Name: _____

Title: _____

Date: _____

CONFIDENTIAL

Attachment A

<u>Middleton Police Department</u>			
Product Name	Software	1 Yr Maintenance	Total
Driver License Scanning	\$675	\$108	\$783
Hub	\$6,219	\$995	\$7,214
Law Records	\$4,563	\$730	\$5,293
Mobile Arrest Form	\$1,406	\$225	\$1,631
Mobile AVL and Mapping	\$1,406	\$225	\$1,631
Mobile Field Report with Field Interview	\$2,344	\$375	\$2,719
Mobile Records	\$1,406	\$225	\$1,631
Mobile State & National Queries	\$1,406	\$225	\$1,631
Mobile Voiceless CAD	\$1,406	\$225	\$1,631
Traffic Information	\$1,356	\$217	\$1,573
XML Citation Interface	\$2,344	\$375	\$2,719
Total	\$24,531	\$3,925.00	\$28,456.25



May 10, 2019

Mayor Darin Taylor
City of Middleton
P.O. Box 487
Middleton, ID 83644

Sent via e-mail: dtaylor@middletoncity.com

Subject: *Proposal for Engineering Services*
City of Middleton Water System Master Plan

Dear Mayor Taylor,

SPF Water Engineering, LLC, (SPF) is pleased to provide the following proposal for engineering services related to preparing a Water System Master Plan for the City of Middleton.

BACKGROUND

The City of Middleton (City) Water Master Plan was last updated in 2007, and the City would like to prepare an updated Water Master Plan to reflect current system conditions and growth projections. SPF recently completed a Facility Plan Addendum for the City to evaluate a proposed expansion of the water service area including a new booster pumping station. The scope of work described in this proposal will build on this recent analysis to efficiently deliver the overall Water Master Plan.

SCOPE OF WORK

SPF will prepare an updated Water Master Plan document to provide planning data and analysis and meet Idaho Department of Environmental Quality requirements. The Water Master Plan will be organized as follows:

Proposed Water Master Plan Contents

- 1 – Executive Summary
- 2 – City Planning (Growth Projections, Land Use, and City Planning Area)
- 3 – Existing Water Facilities (Capacities, Condition, and Needs)
- 4 – Water Supply Requirements (Average Day, Max Day, Peak Hour, and Fire Flow)
- 5 – System Analysis (Hydraulic Modeling, Capacity Analysis)
- 6 – Water System Needs (Identify Current Deficiencies and Future Needs)
- 7 – Capital Improvement Plan (Evaluate and Prioritize Capital Projects and Costs)

SPF will complete the following tasks to prepare the Water Master Plan.

Task 1 – Project Management

SPF and City staff will hold a kick-off meeting to initiate the project. The objectives of the meeting will include reviewing the project scope and schedule and touring water system facilities. Special concerns of all parties will be addressed to make sure they are included in the Master Plan analysis. Tour water system facilities with City Staff and review system condition and operations.

Prepare a succinct Executive Summary for Water Master Plan and compile and submit overall Master Plan document to the Idaho Department of Environmental Quality (IDEQ). Respond to IDEQ comments and resubmit to obtain DEQ approval as needed.

Deliverables Kick-off meeting agenda, minutes, and action items

Monthly invoices (project duration)

Master Plan Section 1 – Executive Summary

Final Water Master Plan Document – 5 Hard Copies and Electronic Copy

Task 2 – City Planning

SPF will prepare Section 2 of the Water Master Plan to summarize and present City planning information including planning area, land use projections, and population growth projections. A planning horizon of 80 years will be used for overall planning purposes.

Deliverable Master Plan Section 2 – City Planning Summary

Growth Projections, Planning Area, and Land Use

Task 3 – Existing Water System Facilities

SPF will work with City Staff to collect facility data and will prepare a description of existing water system facilities. Facilities will be evaluated for capacity, current condition, and future needs. All available facility and equipment data will be compiled and included in the Master Plan appendix for reference. The following water system components will be described:

- Service Area
- Pressure Zones
- Sources of Supply
- Production Capacity
- Water Quality
- Transmission System
- Storage Facilities
- Distribution System
- Water Rate Structure

Deliverable Master Plan Section 3 – Existing Water System Facilities

Task 4 – Water Supply Requirements

SPF will evaluate water supply requirements over the 80-year planning horizon based on growth projections summarized in Task 2. Evaluate historical water demands including Average Day Demand (ADD), Maximum Day Demand (MDD), and Peak Hour Demand (PHD). Project future water demands including ADD, MDD, and PHD. Document fire flow requirements as provided by the Fire Department.

Deliverables Master Plan Section 4 – Water Supply Requirements

Average Day Demand

Maximum Day Demand

Peak Hour Demand

Fire Flow Requirements

Task 5 – System Analysis

SPF will conduct hydraulic model analysis of the water system using WaterCAD software. Hydraulic modeling will identify pressure and flow deficiencies as well as evaluating alternatives to supply water to future service areas. The model will be calibrated using field testing to verify the accuracy of the results. Hydrant flow testing and spot testing for pressures, if needed, will be conducted by City staff or others.

SPF will update the existing hydraulic model to reflect recent changes to the system. Develop water demand allocation from water demands determined in Task 4. Distribute demands spatially to reflect actual water usage patterns. Incorporate water facility controls for wells, tanks, and booster pump stations. Hydraulic modeling will be conducted for the current conditions and for the future 20-year projected water demands. Hydraulic modeling for the 80-year growth projection is not included because too many assumptions need to be made regarding where growth occurs, density, and future water main locations. However, general recommendations will be prepared for system planning beyond the 20-year horizon to meet demands between 2040 and 2100 including source of supply, storage, and distribution system facilities.

Deliverable Master Plan Section 5 – System Analysis

Hydraulic Modeling

Source Capacity Evaluation

Storage Capacity Evaluation

Distribution System Capacity Evaluation (flow and pressure)

Task 6 – System Needs

Based on the water supply requirements identified in Task 4 and the water system analysis prepared in Task 5, SPF will identify system needs over the next 20 years. Proposed improvements will be prioritized based on deficiencies, timing of capacity requirements with projected growth, and City preferences. Improvements will be generally organized by source of supply, storage, distribution, and control system categories.

Deliverable Master Plan Section 6 – System Needs

Prioritized List of Proposed System Improvements

Task 7 – Capital Improvement Plan

SPF will prepare a 20-year Capital Improvement Plan (CIP) that incorporates the findings and recommendations of the previous tasks. Conceptual cost estimates will be prepared for each CIP project and an overall schedule will be prepared to show the anticipated timing of projected costs.

Deliverable Master Plan Section 7 – Capital Improvement Plan

20-Year Schedule of Proposed Capital Projects with Conceptual Cost Estimates

INCLUDED IN SCOPE

- Up to four meetings with City staff to discuss system needs, review system data, inspect system facilities, review draft work products, present findings and recommendations.
- One meeting with City Council if desired to present Final Water Master Plan.
- Submission of Water Master Plan to Idaho DEQ for review and approval. Responses to IDEQ comments and resubmittal as necessary.

NOT INCLUDED IN SCOPE

- Hydrant flow testing and pressure spot testing (conducted by City or others).
- Hydraulic model runs for scenarios other than current and 20-year.
- Environmental assessment or environmental permitting.

SCHEDULE

A total project schedule of approximately 6 months is anticipated to complete the Water Master Plan. We understand that construction of the proposed booster pump station is the highest priority, and preparation of the Water Master Plan will follow. Based on this approach, we anticipate starting Master Plan work in August 2019 and completing the Master Plan in early 2020.

ESTIMATED COSTS

SPF Water Engineering proposes to perform this work on a time and materials basis, as detailed on the attached schedule of fees and conditions, with a budget of \$91,500. This budget limit will not be exceeded without written authorization.

CITY OF MIDDLETON - WATER MASTER PLAN				
	PM Landsberg	PE McGourty	Admin Jensen	TOTAL
Task 1 - Project Management	32	24	4	\$8,400
Task 2 - City Planning	16	24	2	\$5,700
Task 3 - Existing Water System Facilities	32	60	4	\$12,900
Task 4 - Supply Requirements	36	72	4	\$15,000
Task 5 - Hydraulic Modeling	16	120	6	\$18,000
Task 6 - System Needs	32	60	4	\$12,900
Task 7 - Capital Improvement Plan	48	84	6	\$18,600
TOTAL	180	420	26	\$91,500

A current hourly rate schedule is provided as Table 1. Direct costs (photocopy, postage, etc.) are billed at actual cost plus 15%. Invoices will be sent on a monthly basis.


AGREEMENT


If this proposal meets with your approval, it may serve as the basis for agreement, in conjunction with the attached schedule of fees and conditions, by affixing a signature in the space provided below. This signature will be considered as a notice to proceed with a budget of \$91,500.

Please return one signed original to my office. We look forward to working with you on this project.

Respectfully submitted:

SPF WATER ENGINEERING, LLC

By 
 Bob Hardgrove, P.E.
 President

By 
 Eric Landsberg, P.E.
 Principal

Accepted By:

CITY OF MIDDLETON

By _____

Title _____

Date _____

TABLE 1 - SPF WATER ENGINEERING, LLC SCHEDULE OF HOURLY BILLING RATES		
Personnel	Title	2019 Billing Rate
Terry Scanlan, P.E., P.G.	Principal Engineer/Hydrogeologist	\$175
Christian Petrich, Ph.D., P.E., P.G.	Principal Engineer/Hydrologist Emeritus	\$175
Bob Hardgrove, P.E.	Principal Engineer	\$158
Eric Landsberg, P.E.	Principal Engineer	\$158
Matt Rasmusson, P.E.	Senior Project Manager	\$148
Steve Hannula, P.E., P.G., PMP	Senior Project Manager	\$148
Scott King, P.E.	Supervising Engineer	\$145
Jason Thompson, P.E.	Project Manager	\$140
Justin Leraris, P.E.	Project Manager	\$140
Mike Kettner, P.E.	Project Manager	\$140
Ron Manning, P.E., CFM	Project Manager	\$135
Kurt Newbry, P.G.	Senior Project Geologist	\$125
Scott McGourty, P.E.	Senior Project Engineer	\$125
Marci Pape, P.E.	Project Engineer	\$100
Grae Harper, P.E.	Project Engineer	\$97
Holten White, E.I.T.	Associate Engineer	\$90
Sean Albertson, E.I.T.	Associate Engineer	\$83
Lori Graves	Water Right Specialist	\$97
Kyle Newsom	Senior Designer	\$98
Crystal Jensen	GIS Specialist	\$78
Megan Tverdy	Project Coordinator	\$73
Heather Neace	Associate Hydrologist	\$50
Julie Romano	Accounting/HR	\$65
Jenn Mosby	Administrative	\$55

Note: Hourly billing rates will be adjusted on January 1st each year.

SCHEDULE OF FEES AND CONDITIONS**SPF WATER ENGINEERING, LLC (SPF)****A. FEES AND PAYMENT**

1. The fee for services will be based on SPF's standard hourly rates (including labor cost, overhead, and profit). Non-salary expenses directly attributable to the project, such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable reproduction costs applicable to the work; and (3) outside services will be charged at actual cost plus 15% service charge to cover overhead and administration. Hourly rates are adjusted on an annual basis.
2. Payment shall be due within 30 days after date of monthly invoice describing the work performed and expenses incurred during the preceding month.
3. OWNER agrees that timely payment is a material term of this Agreement and that failure to make timely payment as agreed constitutes a breach hereof. In the event payment for services rendered has not been made within 60 days from the date of invoice, SPF may, after giving 7 days written notice to OWNER, and without penalty or liability of any nature, and without waiving any claim against OWNER, suspend all work on all authorized services as set forth herein. Upon receipt of payment in full for services rendered, plus interest charges, SPF will continue with all services not inconsistent with Article C.4 herein. Payment of all compensation due SPF pursuant to this Agreement shall be a condition precedent to OWNER using any of SPF's professional services work products furnished under this Agreement.
4. In order to defray carrying charges resulting from delayed payments, simple interest at the rate of 18% per annum (but not exceeding the maximum rate allowed by law) will be added to the unpaid balance of each invoice. The interest period shall commence 30 days after date of original invoice, and shall terminate upon date of payment. Payments will be first credited to interest and then to principal. No interest charge will be added during the initial 30-day period following date of invoice.

B. COMMENCEMENT OF WORK. The work will commence upon receipt of written notice to proceed. If after commencement of work the project is delayed for any reason beyond the control of SPF for more than 60 days, the price and schedule for services under this Agreement are subject to revision. Subsequent modifications shall be in writing and signed by the parties to this Agreement.

C. MISCELLANEOUS PROVISIONS**1. INSURANCE/INDEMNIFICATION/LIMITATION OF LIABILITY**

- (a) SPF will maintain statutory limits of insurance coverage for Workers' Compensation and Employer's Liability Insurance as well as Professional Liability, General Liability and Automobile Liability Insurance and will name Owner as an additional insured on applicable policies if specifically requested in writing.
- (b) SPF asserts that it is skilled in the professional calling necessary to the services and duties proposed to be performed, and that it shall perform such services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals of SPF's caliber in the same locality, and to that end SPF agrees to indemnify and hold harmless Owner, its officers, and employees from and against claims, suits, loss, damages, costs, and expenses arising out of or resulting from the negligent acts, errors, or omissions of SPF, its officers, employees or agents in the performance of its services and duties hereunder, but not from the negligence or willful misconduct of Owner, its officers, and employees. However in no event shall SPF be liable for any special, indirect, or consequential damages as a result of its performance of the services hereunder. The total aggregate of SPF's liability to all parties related to this Agreement shall not exceed \$50,000, or the amount of SPF's fee, whichever is less.

- (c) Owner hereby understands and agrees that SPF has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at Owner's premises, or in connection with or related to this project with respect to which SPF has been retained to provide professional engineering services. The compensation to be paid SPF for said professional engineering services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, Owner agrees to defend, indemnify, and hold SPF, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including but not limited to, attorney's fees and court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalies, toxic chemicals, liquids, gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.
- (d) Nothing contained within this Agreement shall be construed or interpreted as requiring SPF to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 USCA, §6901 et seq., as amended, or within any state statute governing the generation, treatment, storage, and disposal of waste. Further, the contents of this Agreement shall not be construed or interpreted as requiring SPF to arrange for the transportation, treatment, or disposal of hazardous substances, as described in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USCA §9601, et seq., as amended.
- (e) Notwithstanding any provisions in this Agreement to the contrary, if this project involves construction, as that term is generally understood, and SPF does not provide engineering services during construction, including but not limited to, on-site monitoring, site visits, shop drawing review, and design clarifications, Owner agrees to defend, indemnify, and hold SPF, its consultants, agents, and employees harmless from any and all liability arising out of the construction.
- (f) SPF shall not be liable for damages arising out of or resulting from the actions or inaction of governmental agencies, including but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits. Owner agrees to defend, indemnify, and hold SPF, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of SPF, arising out of or resulting from the same.
- (g) Notwithstanding other terms of this Agreement to the contrary, SPF makes no warranty, whether express or implied, as to the actual capacity or drawdown of any proposed water well(s), or the quality or temperature of ground water, if any, which may be produced by any water well(s) to be drilled and developed pursuant to this Agreement. Owner understands and agrees that SPF's responsibility under this Agreement is to apply its hydrogeology expertise, and to exercise the usual standard of care in the engineering profession to develop what ground water may reasonably exist, and may be economically feasible to use, beneath the proposed site(s).

2. DOCUMENTS

- (a) All tracings, survey notes, and other original documents, as instruments of service, are and shall remain the property of SPF, except where by law or precedent these documents become public property. Owner agrees to hold harmless, indemnify, and defend SPF, its consultants, agents, and employees against all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications without the written authorization of SPF.

- (b) All computer programs, software, and other like data developed during the course of the project, unless specifically developed for Owner, are and shall remain the sole property of SPF.
 - (c) SPF's liability to Owner for any computer programs, software products, or related data furnished hereunder is limited solely to the correction of residual errors, minor maintenance, or update(s) as agreed. SPF makes no warranties of any kind, including any implied warranty of merchantability or of fitness for any particular purpose, or against infringement, with respect to computer programs, software products, related data, technical information, or technical assistance provided by SPF under this Agreement. In no event shall SPF, its officers, agents, or employees be liable under or in connection with this Agreement under any theory of tort, contract, strict liability, negligence, or other legal or equitable theory for incidental or consequential damages relating to any computer programs, software products, or related data furnished hereunder.
 - (d) Environmental Audit/Site Assessment report(s) are prepared for Owner's sole use. Owner agrees to defend, indemnify, and hold SPF, its consultants, agents, and employees harmless against all damages, claims, expenses, and losses arising out of or resulting from any reuse of the Environmental Audit/Site Assessment report(s) without the written authorization of SPF.
3. **TERMINATION OR ABANDONMENT.** If any portion of the work is terminated or abandoned by Owner, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on SPF's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse SPF for termination costs.
4. **WAIVER.** SPF's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
5. **ENTIRE AGREEMENT.** This Agreement, and its attachments, contains the entire understanding between Owner and SPF relating to professional engineering services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties to this Agreement.
6. **SUCCESSORS AND ASSIGNS.** All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns.
7. **CONSTRUCTION ESTIMATES.** Estimates of cost for the facilities considered and designed under this Agreement are prepared by SPF through exercise of its experience and judgement in applying presently available cost data, but it is recognized that SPF has no control over costs of labor and materials, or over the construction contractor's methods of determining prices, or over competitive bidding procedures, market conditions, and unknown field conditions so that SPF cannot and does not guarantee that proposals, bids, or the project construction costs will not vary from SPF's cost estimates.
8. **INJURY TO WORKERS.** It is understood and agreed that SPF's fee is based on SPF being named as an Additional Insured on construction contractor's insurance policy for Comprehensive General Liability and Builders All Risk Liability, and Owner agrees to insert into all contracts for construction between Owner and construction contractor(s) arising out of this design a provision requiring the construction contractor(s) to defend, indemnify, and hold harmless both Owner and SPF from any and all actions arising out of the construction project, including but not limited to, injury to or death of any worker on the job site, not caused by the sole negligence of Owner or SPF.
9. **SITE VISITS.** Visits to the construction site and observations made by SPF as part of services during construction under this Agreement shall not make SPF responsible for, nor relieve the construction contractor(s) of the obligation to conduct comprehensive monitoring of the work sufficient to ensure conformance with the intent of the Contract Documents, and shall not make SPF responsible for, nor relieve the construction contractor(s) of the full responsibility for all construction means, methods,

techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s), and for all safety precautions incidental thereto. Such visits by SPF are not to be construed as part of the monitoring duties of the on-site monitoring personnel defined below.

10. **ON-SITE MONITORING.** When SPF provides on-site monitoring personnel as part of services during construction under this Agreement, the on-site monitoring personnel will make reasonable efforts to guard Owner against defects and deficiencies in the work of the contractor(s), and to help determine if the provisions of the Contract Documents are being fulfilled. Their day-to-day monitoring will not, however, cause SPF to be responsible for those duties and responsibilities which belong to the construction contractor(s), including but not limited to, full responsibility for the means, methods, techniques, sequences, and progress of construction, and the safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents.
11. **SEVERABILITY.** If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.
12. **IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY APPROVAL.** If applicable to the contracted scope of work, SPF will submit the required documents for the proposed facilities to the Idaho Department of Environmental Quality (IDEQ) for the appropriate reviews and approvals. Under no circumstances may construction begin on the proposed facilities prior to receipt of IDEQ's written approval of the reports, plans, and specifications for the proposed facilities. As professional engineers, SPF's employees are obligated to report to IDEQ any construction that begins prior to receipt of the appropriate approvals.

AUTO RANCH

GROUP

FLEET

OUT THE DOOR QUOTE FROM MOUNTAIN HOME AUTO RANCH

MODEL	MAKE	YEAR
F-250 SRW XL 4WD SUPER CAB 6.75	FORD	2020
FLEET BASE PRICING	\$	27,023.00
OPTIONS	\$	4,291.00
STATE ADMIN FEE	\$	391.43
Your Price	\$	31,705.43

PURCHASER: CITY OF MIDDLETON / DARREL GEHRING
PIGGYBACKED OFF STATE OF IDAHO CONTRACT

Respectfully,

Vernon 'Butch' Wade

208-249-1330 Cell

Email: vernonwade@msn.com

OKAY TO ORDER PER SPECS. X

NUMBER OF UNITS

2

1 pd from Transportation Fund
1 pd from Wastewater

FY 2020

Vehicle: [Fleet] 2020 Ford Super Duty F-250 SRW (X2B) XL 4WD SuperCab 6.75' Box (✓ Complete)

Selected Model and Options

MODEL

CODE	MODEL	Invoice
X2B	2020 Ford Super Duty F-250 SRW XL 4WD SuperCab 6.75' Box	\$50,888.00

COLORS

CODE	DESCRIPTION	Invoice
Z1	Oxford White	\$0.00

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	Invoice
17F	XL Decor Group -Inc: Bright Chroma Hub Covers & Center Ornaments, Chrome Front Bumper, Chrome Rear Step Bumper	\$201.00
90L	Power Equipment Group -Inc: Deletes passenger-side lock cylinder, upgraded door trim panel, Accessory Delay, Advanced Security Pack, Securilock Passive Anti-Theft System (PATS) and Inclination/Intrusion sensors, Power Locks, Remote Keyless Entry, Manual Telescoping/Folding Trailer Tow Mirrors, power heated glass, heated convex spoiler mirror and integrated clearance lights and turn signal indicators, Power Front & Rear Seat Windows, 1-touch up/down driver/passenger window, Power Tailgate Lock	\$832.00

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	Invoice
18B	Platform Running Boards	\$405.00
43B	Fixed Rear-Window w/Defrost	\$55.00
505	Halogen Fog Lamps	\$118.00
85G	Tailgate Step & Handle	\$341.00
85S	Tough Bed Spray-In Bedliner -Inc: tailgate-guard, black box bed tie-down hooks and black bed attachment bolts	\$542.00
91S	Amber LED Warning Strobes (Pre-Installed) -Inc: center high-mounted stop light bar and 2 hood mounted lights	\$814.00
924	Privacy Glass	\$27.00
942	Daytime Running Lamps (DRL) -Inc: The non-controllable 942 Daytime Running Lamps (DRL) replace the standard Daytime Running Lamps (DRL) on/off cluster controllable	\$41.00

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 9315, Data updated Sep 22, 2019 9:46:00 PM PDT

Vehicle: [Fleet] 2020 Ford Super Duty F-250 SRW (X2B) XL 4WD SuperCab 6.75' Box (✔ Complete)

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	Invoice
43C	110V/400W Outlet -inc: 1 in-dash mounted outlet	\$159.00
525	Steering Wheel-Mounted Cruise Control	\$214.00
76R	Reverse Sensing System	\$223.00
873	Rear CHMSL Camera -inc: Display in center stack screen, LED Center High-Mounted Stop Lamp (CHMSL) w/cargo light and rear video camera	\$182.00

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	Invoice
52B	Trailer Brake Controller -inc: Verified to be compatible w/select electric over hydraulic brakes, smart trailer tow connector	\$246.00

SEAT TYPE

CODE	DESCRIPTION	Invoice
1S	Medium Earth Gray, Cloth 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar	\$91.00

TRANSMISSION

CODE	DESCRIPTION	Invoice
44S	Transmission: TorqShift-G 8-Spd Auto w/SelectShift (STD)	\$0.00

OPTION PACKAGE

CODE	DESCRIPTION	Invoice
600A	Order Code 600A	\$0.00

WHEELS

CODE	DESCRIPTION	Invoice
64A	Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments (STD)	\$0.00

ENGINE

CODE	DESCRIPTION	Invoice
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel -inc: Flex-Fuel badge on fleet orders only (STD)	\$0.00

TIRES

CODE	DESCRIPTION	Invoice
TD8	Tires: LT245/75R17E BSW A/S (4) (STD)	\$0.00

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 8315, Data updated Sep 23, 2019 9:46:00 PM PDT

Vehicle: [Fleet] 2020 Ford Super Duty F-250 SRW (X2B) XL 4WD SuperCab 6.75' Box (✓ Complete)

AXLE RATIO

CODE	DESCRIPTION	Invoice
X37	3.73 Axle Ratio (STD)	\$0.00

PRIMARY PAINT

CODE	DESCRIPTION	Invoice
Z1	Oxford White	\$0.00

Options Total		\$4,291.00
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Vehicle Order Confirmation

- Vehicle specifications correct? YES ☒ NO ☐
- Vehicle color correct? YES ☒ NO ☐
- Vehicle pricing per bid? YES ☒ NO ☐
- Vehicle OK to order? YES ☐ NO ☐

Vehicle Titling Information

Agency City of Middleton

Address 1103 W. Main St
Middleton ID 83644

EIN _____

Fleet ID# _____

Vehicle Deliver Address 1103 W Main St, Middleton ID 83644

Signature: _____

Printed Name: Darin Taylor

Title: Mayor

Date: _____

Phone Number: 208-585-3133

Email: dtaylor@middletoncity.com





IDAHO TRANSPORTATION DEPARTMENT
OFFICE OF HIGHWAY SAFETY



**TRAFFIC ENFORCEMENT GRANT PROJECT
AGREEMENT (TEGPA)**

THIS AGREEMENT for FFY 2020 is made and entered into by and between:

City of Middleton (Agency name), hereinafter referred to as "Contractor" and the Idaho Transportation Department Office of Highway Safety, hereinafter referred to as "OHS" on this 2 day of Oct, 2019

IT IS THE PURPOSE OF THIS AGREEMENT to provide National Highway Traffic Safety Administration (NHTSA), funded assistance to the Contractor, for participation in local and statewide traffic enforcement projects, as specified in the Highway Safety Plan (HSP) focus areas for the following activities:

- High Visibility Enforcement (HVE) Mobilizations
- Mini-Grants for HVE
- Mini-Grants for Training and Public Awareness
- Mini-Grants for Traffic Enforcement Equipment

THE GOAL OF THE AGREEMENT is to establish project requirements and a funding process to support the enforcement efforts by the Contractor, to reduce deaths, serious injuries, and economic loss, as part of the Highway Safety Plan (HSP).

IT IS, THEREFORE, MUTUALLY AGREED THAT:

- Contractor will conduct Traffic Enforcement Mobilizations and/or Mini-Grants in accordance with the criteria established by OHS, as established for each Mobilization and/or traffic enforcement mini-grant.
 - Contractor will provide a commissioned police officer (active or paid reserve) with appropriate equipment (vehicle, radar, etc.) on a **paid overtime basis** to enforce impaired driving, alcohol beverage control, distracted driving, aggressive driving, safety restraint, school zone violations, distracted driving, bicycle, pedestrian, motorcycle laws with emphasis as designated by OHS and/or crash problem identification.
 - No reimbursed regular on-duty personnel hours or salaried positions are eligible for reimbursement.*
 - Necessary additional dispatch services overtime may be reimbursed, if requested prior to the mobilization.
- Contractor and/or partnering enforcement agencies will publicize the enforcement effort to increase effectiveness by:
 - Working with media to increase the awareness of enforcement efforts; and
 - Provide pre and post press releases, and/or social media posts, about the results of the HVE project and mobilization efforts.
- Contractor will take a zero tolerance for unrestrained passengers and children during all*

OHS funded mobilizations and mini-grants.

4. Based on the availability of funding and by signing this AGREEMENT, Contractor agrees to support statewide highway safety public awareness campaigns, and will accept the benefits of having the earned and paid media run in their local communities.

5. OHS will reimburse Contractor for paid overtime hours worked and will be reimbursed at the rate of up to 1.5 times the officer's usual hourly rate plus Contractor's contributions to employee benefits, which are FICA/Medicare, Unemployment, Worker's Compensation, and PERSI.

6. Participation in future mobilizations and mini-grants is contingent on at least satisfactory performance during the prior mobilization, as determined by OHS. NHTSA has published a guide that outlines specific strategies and countermeasures relevant to specific focus areas.

7. Contractor must submit the following forms to be completed in accordance with OHS requirements:

A. Performance Reports.

Note: For Seat Belt Enforcement, pre and post seat belt surveys must be completed and submitted along with the performance report.

B. For overtime, provide the completed Overtime Reimbursement Claim Form, signed by an authorized official whose signature can be verified through their individual WebCars logon and password.

C. Payroll Register for period claimed must be available for inspection by OHS staff during annual site visits. Payroll verification can be payroll registers or copies of officer payroll warrants. **Time sheets are not payroll verification.**

D. Contractor will submit reimbursement claims and performance reports within 30 days of completion.

Reimbursement claims received after October 15th ^{2020 OT} may not be eligible for reimbursement.

E. No documentation, reports, or claims submitted to OHS may contain Contractor, or its employees', agents' or subcontractors', Protected Personally Identifiable Information (Protected PII). See Term 8. B. 2.

8. Assurances and Other Grant Requirements required by NHTSA for all organizations receiving federal grant funds:

A. Certification and Assurances FFY19, Attachment 1. Contractor will comply with certification and assurances, as applicable.

B. Risk Assessment FFY19, Attachment 2. Contractor will provide information as applicable.

C. Contractor's Financial Contact will provide information as applicable on the TEGPA and Attachments 1 & 2.

D. Other Grant Requirements:

1) DUNS Registration:

a. If it has not already done so, the Contractor shall obtain a Data Universal Numbering

System (DUNS) number, which may be obtained from Dun and Bradstreet, Inc. (D & B) by telephone (currently 866-705-5711) or the Internet (currently <http://fedgov.dnb.com/webform>).

b. The Contractor agrees it shall maintain current registrations in the System for Award Management (SAM) (<http://www.sam.gov>) at all times during which it has active federal awards.

c. If OHS discovers the Contractor, or its principals or affiliates, is disbarred, suspended, or ineligible from federal contracting, AGREEMENT may be terminated immediately.

2) Personally Identifiable Information (PII). As noted under 2 CFR Chapter I, Chapter II, Part 200:

a. §200.79 Personally Identifiable Information (PII).

b. §200.82 Protected Personally Identifiable Information (Protected PII).

c. §200.303 Internal Controls.

3) Procurement of equipment and materials: All mobilizations, mini-grants, and equipment purchases shall be subject to the requirements governing this AGREEMENT, including those for procurement of materials and leasing of equipment.

4) Code of Conduct: No employee, officer, or agent of the Contractor shall participate in the selection, award, or administration of a contract supported by grant funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

a. The employee, officer, or agent.

b. Any member of his or her immediate family.

c. His or her partner.

d. An organization which employs, or is about to employ any of the above-listed.

The Contractor's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

The Contractor guarantees it has not entered into any form of collusion with anyone, involving any form of payment, dependent upon or resulting from the award of this contract or subcontract(s).

5) Conferences, Inspection of Work, Grant Monitoring: Conferences may be held at the request of either party to this AGREEMENT. A representative of OHS and/or the U.S. Department of Transportation can conduct an onsite visit for the purpose of inspection and/or assessment of work being performed at any time.

6) Travel: Grant related local vicinity travel, travel to other parts of the state, and travel outside the state must conform to state policies and procedures. Allowable reimbursements cannot be greater than those authorized for state employees, and reimbursements will be made to the Contractor for grant project travel. State policy requires economical and practical modes of travel, as well as moderate dining and lodging.

7) Tax and Compensation Liability: OHS will not incur any liability for worker compensation, FICA, withholding tax, unemployment compensation, or any other payment, which is not a part of the grant agreement.

8) Policy Inclusions: In order to receive highway safety grant funds, OHS requires that the

Contractor currently have a Safety Restraint Use policy in effect or implement one prior to completion of the AGREEMENT. If requested by OHS, Contractor will submit their safety restraint policy to OHS prior to execution of the AGREEMENT.

9) Responsibility for Claims and Liability: Contractor shall be required to save and hold harmless OHS, ITD, NHTSA, FHWA, and U.S. Department of Transportation from all claims and/or liability due to the negligent acts of the Contractor or the Contractor's subcontractor(s), agents, or employee(s).

10) Failure to comply with any of the terms of this AGREEMENT may jeopardize Contractor in receiving future funding from OHS.

11) Eligible organizations agree to indemnify, defend and hold harmless ITD, its officers, agents, employees' from and against any and all claims, suits, losses, damages or costs, including reasonable attorney's fees, arising from or by the use of grants.

12) Any dispute, disagreement, or question of fact concerning this AGREEMENT shall be decided by the OHS Highway Safety Manager. The decision shall be in writing and shall be distributed to the parties concerned. If Contractor disagrees with the decision by the OHS Highway Safety Manager, the decision may be appealed to the Director of the Idaho Transportation Department. The appeal must be made in writing within 30 days of the OHS decision, and served by certified mail.

13) This AGREEMENT, including any attachments, constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations (oral or written), not specified herein regarding this AGREEMENT shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained.

14) Nothing in this AGREEMENT shall be construed as limiting or expanding the statutory or regulatory responsibilities of any involved agency or individual in performing functions granted to them by law; or as requiring either entity to expend any sum in excess of its respective appropriation. Each provision of this AGREEMENT is subject to the laws and regulations of the State of Idaho and of the United States.

15) Either party may terminate this AGREEMENT upon 30 days written notice to the other party. In the event of termination of this AGREEMENT, the terminating party shall be liable for the performance rendered prior to the effective date of termination.

16) This Parent entity for this agency certifies that it conducts an annual audit in accordance to (2. CFR Part 200 Subpart F), which is available for review upon request. In addition, this agency has no financial or compliance issues.

Agency Primary Contact (Required)

(Individual with signing authority for the organization.)

Name	Daria Taylor
Title	Mayor
WebCars Account Answer: Yes /No	

Telephone	(208) 585-3133
Fax	
Email Address	d.taylor@middletoncity.com
Agency Physical Address	1103 W. Main St. Middleton, ID 83644
Warrant Mailing Address	Same
DUNS (Data Universal Number System)	025515048
*Benefit Rate Percentage	24%
Parent Entity Name (if applicable)	City of Middleton

*Benefit rate is derived from FICA-SSHI, workers compensation and retirement costs only; cannot be more than 24%.

Agency Grant Manager Contact (Required)

(Individual who will manage day-to-day grant submissions.)

Name	Michael Barley
Title	Sergeant
WebCars Account Answer: <input checked="" type="radio"/> Yes / <input type="radio"/> No	
Telephone	(208) 585-0008
Email Address	m.barley@middletoncity.com

Other Agency Contact (Optional)

(Individual who will act as a backup for day-to-day grant submissions.)

Name	Alan Takeuchi
Title	Chief
WebCars Account Answer: <input checked="" type="radio"/> Yes / <input type="radio"/> No	
Telephone	(208) 585-0008
Email Address	a.takeuchi@middletoncity.com

Organizations Financial Details

Parent Entity (City or County) Financial Contact Information (Required)

(Must also complete Subrecipient Financial Risk Assessment (Attachment 2) and OMB Circular A-133 Audit information below.)

Name	Wendy Milco
Title	City Treasurer

WebCars Account Answer: <u>Yes</u> /No	
Organization	City of Middleton
Telephone	(208) 585-0008
Email Address	wmler@middlecity.com

Audit Requirement Statement (Please select 1, 2 or 3 below and sign below.)

1. We _____ expended more than \$750,000 in total federal awards and have completed our Circular A-133 audit for Fiscal Year ended _____. Our audit report and schedule of federal programs have **no** material findings that affect ITD funding.
2. We _____ expended more than \$750,000 in total federal awards and have completed our Circular A-133 audit for Fiscal Year ended _____. Our audit report and schedule of federal programs **had material findings that affect ITD funding**. Per OMB Circular A-133 **we are including a copy of the required audit report along with our corrective plan**.
3. We are not subject to a Circular A-133 audit because:
 - a. We are a For-Profit organization
 - b. We expend less than \$750,000 in federal awards in 20 19.
 - c. Other (please explain) _____

A copy of our audit is available for review for up to three years following its completion.

Signature:  Date 9/26/19
 Signed By Parent Entity Financial Contact

IN WITNESS WHEREOF, PARTIES HAVE EXECUTED THIS AGREEMENT:



Contractor's Agent (Agency Lead)

Agency Authorizing Signature:

(Individual with legal authorization to enter into agreement with the Idaho Transportation Department on behalf of the Contractor)

Title:

Date: _____

State's Agent (OHS)

By:

John Tomlinson
Highway Safety Manager

Date: _____



Attachment 1
CERTIFICATIONS AND ASSURANCES
For Fiscal Year 2020 Highway Safety Grants
(23 U.S.C. Chapter 4 and Sec. 1906, Pub. L. 109-59, As Amended)

GENERAL REQUIREMENTS

The Governor is the responsible official for the administration of the State highway safety program through a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. (23 U.S.C. 402(b)(1)(A))

The **Agency** will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L., 114-94
- 23 CFR Part 1300—Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

The **Agency** has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The Agency will comply with FFATA guidance, *OMB Guidance on FFATA Subaward and Executive Compensation Reporting*, August 27, 2010, (https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- A unique identifier (DUNS);

- The names and total compensation of the five most highly compensated officers of the entity if:
 - (i) the entity in the preceding fiscal year received—
 - (I) 80 percent or more of its annual gross revenues in Federal awards;
 - (II) \$25,000,000 or more in annual gross revenues from Federal awards; and
 - (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- Other relevant information specified by OMB guidance.

NONDISCRIMINATION

The agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color or national origin) and 49 CFR Part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);

- **Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189)** (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100)).

The Agency —

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information; and its facilities as required by the State highway safety offices, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contract/funding recipient under the contract/agreement until the contract/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

THE DRUG-FREE WORKPLACE ACT OF 1988(41 USC 8103)

The **Agency** will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - 1. Abide by the terms of the statement;
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
 - 1. Taking appropriate personnel action against such an employee, up to and including termination;
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)

The **Agency** will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its

certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

Each subrecipient will comply with the Buy America Act requirement (23 U.S.C. 313), when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

Each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employees, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, agencies are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. Agencies are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

SECTION 402 REQUIREMENTS

The political subdivisions of this State are authorized, as part of the State highway safety program, to carry out within their jurisdictions local highway safety programs which have been approved by the Governor and are in accordance with the uniform guidelines promulgated by the Secretary of Transportation. (23 U.S.C. 402(b)(1)(B))

At least 40 percent of all Federal funds apportioned to this State under 23 U.S.C. 402 for this fiscal year will be expended by or for the benefit of the political subdivisions of the State in carrying out local highway safety programs (23 U.S.C. 402(b)(1)(C), 402(h)(2)), or 95 percent by and for the benefit of Indian tribes (23 U.S.C. 402(h)(2)), unless this requirement is waived in writing.

The State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks. (23 U.S.C. 402(b)(1)(D))

The State will provide for an evidenced-based traffic safety enforcement program to prevent traffic violations, crashes, and crash fatalities and injuries in areas most at risk for such incidents. (23 U.S.C. 402(b)(1)(E))

The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State, as identified by the State highway safety planning process, including:

- Participation in the National high-visibility law enforcement mobilizations as identified annually in the NHTSA Communications Calendar, including not less than 3 mobilization campaigns in each year to –
 - Reduce alcohol-impaired or drug-impaired operation of motor vehicles; and
 - Increase use of seat belts by occupants of motor vehicles;

- Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits;
- An annual Statewide seat belt use survey in accordance with 23 CFR Part 1340 for the measurement of State seat belt use rates;
- Development of Statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;
- Coordination of Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148(a). (23 U.S.C. 402(b)(1)(F))

The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))

The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4))

I understand that the information provided in support of the State's application for Federal grant funds and these Certifications and Assurances constitute information upon which the Federal Government will rely on determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18 U.S.C. 1001. I sign these Certifications and Assurances based on personal knowledge, after appropriate inquiry.

Signature _____ Date _____

Printed Name _____

Agency _____



Memo

To: Mayor Darin Taylor, City of Middleton
From: Michael Martin, P.E., Civil Dynamics PC *MM*
Cc:
Date: September 24, 2019
Re: Gabica Well Abandonment Project

The Gabica well appears to be artesian with a 4-inch diameter casing approximately three and half feet above ground based on a site visit with City Staff. Attachment A includes a site photo. Unfortunately, there is no well driller's report associated with the well to determine the appropriate abandonment procedures (per IDAPA 37.03.09 – Well Construction Standards Rules).

The Idaho Department of Water Resources (IDWR) was contacted to discuss the availability of the well driller's report and abandonment procedures. IDWR indicated that a well driller's report is unlikely on file due to the diameter and age. In addition, IDWR will require perforating the casing and filling the casing from the bottom up with Neat Cement.

Based on IDWR's abandonment requirements, several well drillers were contacted regarding the project. Two were sent the bid schedule and location map. Only one well driller has responded, McLeran Well Drilling, LLC (McLeran). IDWR mentioned that McLeran is the only local well driller with a 4-inch perforator. Attachment B includes McLeran's proposal. McLeran's bid is for \$7,300.

Please contact me at 208-453-2028 or at mike@civildynamics.net if there are any questions.

City of Middleton
Gabica Well Abandonment Project

Main St / Highway 44

S Hawthorne Dr

Whiffin Ln

Well Location



Attachment A – Well Site Photo



Attachment B – Well Abandonment Quote

City of Middleton

Gabica Well Abandonment

Bid Item Number	Item Description	Estimated Quantity	Unit Bid Price	Bid Item Total
1	Mobilization	1	LS	500.00
2	Pull Pump and Wiring	1	LS	800.00
3	Perforate 4" Well Casing	1	LS	3,000.00
4	Abandon Well with Neat Cement	1	LS	2,500.00
5	Abandon Well Casing 5' Below Ground Surface	1	LS	500.00
Total Bid				7,300.00

McLeran Well Drilling, LLC
1204 Center Ave.
Payette, Id. 83661
208-941-2587
Idaho Drillers License #641



By; David McLeran
Owner/Manager

☐



DEMOLITION - HAZMAT - CLEANUP
WWW.FIRSTTEAMRESTORATION.COM

6400 Contractor St. ste 104
Boise, ID 83709
208-362-2082

GABICA

ABATEMENT
ONLY

ESTIMATE

DATE: September 27, 2019
ESTIMATE # DP-092719-001

Estimate for:
City of Middleton - Jim Gordon
208-972-1682

Job Title/Location:
Home on City Property
Middleton, Id 83644

DESCRIPTION	AMOUNT
Lead and Asbestos Abatement on abandoned home. *refer to scope of work on page 2 Exclusions: Not responsible for safe off of gas, water, power, or fire suppression. Not responsible for capping off any lines. General Contractor is to provide bathrooms, temporary power, and temporary lighting. No shoring, barricades, or bracing is included. Testing to be preformed by third party. All responsibility for testing is exempt. No engineering, plan check costs, permits or fees are included. Not responsible for on site security during working hours. Not responsible for any damage to structural elements hidden behind finished materials or any unforeseen problems. GC to provide dumpsters for non hazardous waste removal. All abatement procedures, notifications and record keeping requirements will comply with the State of Idaho, local, and current OSHA regulations	15,795.00
TOTAL	\$ 15,795.00

SCOPE OF WORK	
<p>Scope: Remove all contents throughout home and dispose. Provide water and power to job site: Remove all drywall inside home Remove vinyl flooring in kitchen, back entry area, bathroom, and back bedroom area Remove all painted surfaces outside of home, including siding, Soffit Eaves, and trim.</p> <p>Asbestos ABATEMENT: 1. set containment on all critical barriers - windows, doors, openings 2. set up negative air machines using hepa filtration 3. use wet methods for removing drywall and compound. (Plaster behind drywall is non ACM) 4. Bag in properly labeled bags debris 5. remove bags and load into trailer for transport 6. transport and dispose of waste in an approved ACM waste site.</p> <p>All personell will be in full required PPE</p> <p>Lead Paint Removal: Use 6mil plastic to cover ground 10ft out from house Remove siding and load into trailer for transport Cut out eaves using boom lift, back to edge of structure Remove all trim and casing around windows, doors, etc. Transport and dispose of waste in an approved waste site.</p> <p>All personell will be in full required PPE.</p> <p><i>Any work or line items not listed in our scope of work will require signed Change Orders before said work is started.</i></p>	

THANK YOU FOR YOUR BUSINESS!

GABICA House

LEADSAFETY for Remodeling, Repair and Painting

Test Kit Documentation Form

Page 1 of 2

Owner Information

Name of Owner/Occupant:	CITY OF MIDDLETON		
Address:	HOUSE ON City Property - JIM GORDON		
City:	Middleton	State:	Id Zip code: 83644 Contact #: (208) 972-1682
Email:	jgordon@middletoncity.com		

Renovation Information

Fill out all of the following information that is available about the Renovation Site, Firm, and Certified Renovator.

Renovation Address:	SAME AS ABOVE		Unit#	
City:	Middleton	State:	Id	Zip code: 83644
Certified Firm Name:	FTR - Demolition - Hazmat - Cleanup			
Address:	6400 CONTRACTOR ST. SUITE 104			
City:	BOISE	State:	ID	Zip code: 83709 Contact #: (208) 362-7082
Email:	darrin@ftr-inc.com			
Certified Renovator Name:	Darrin Preece		Date Certified:	4/20/2015

Test Kit Information

Use the following blanks to identify the test kit or test kits used in testing components.

Test Kit #1	
Manufacturer:	3M - Lead Check
Model:	Lead Check swabs
Expiration Date:	N/A
Serial #:	LOT AAP9840
Manufacture Date:	/ /
Test Kit #2	
Manufacturer:	
Model:	
Expiration Date:	
Serial #:	
Manufacture Date:	/ /
Test Kit #3	
Manufacturer:	
Model:	
Expiration Date:	
Serial #:	
Manufacture Date:	/ /

LEADSAFETY for Remodeling, Repair and Painting

Test Kit Documentation Form

Page 2 of 2

Renovation Address: <u>House on City Property</u>		Unit# _____	
City: <u>Middleton</u>	State: <u>Id</u>	Zip code: <u>83644</u>	

Test Location # <u>1</u>	Test Kit Used: (Circle only one) <u>Test Kit # 1</u>	Test Kit # 2	Test Kit # 3
Description of test location: <u>OUTSIDE SIDING BY Front door</u>			
<u>SEE PICTURE</u>			
Result: Is lead present? (Circle only one)		<u>YES</u>	NO Presumed

Test Location # <u>2</u>	Test Kit Used: (Circle only one) <u>Test Kit # 1</u>	Test Kit # 2	Test Kit # 3
Description of test location: <u>paint on wall inside Between drywall and lath and plaster</u>			
Result: Is lead present? (Circle only one)		YES	<u>NO</u> Presumed

Test Location # _____	Test Kit Used: (Circle only one)	Test Kit # 1	Test Kit # 2	Test Kit # 3
Description of test location: _____				
Result: Is lead present? (Circle only one)		YES	NO	Presumed

Test Location # _____	Test Kit Used: (Circle only one)	Test Kit # 1	Test Kit # 2	Test Kit # 3
Description of test location: _____				
Result: Is lead present? (Circle only one)		YES	NO	Presumed

Test Location # _____	Test Kit Used: (Circle only one)	Test Kit # 1	Test Kit # 2	Test Kit # 3
Description of test location: _____				
Result: Is lead present? (Circle only one)		YES	NO	Presumed

Test Location # _____	Test Kit Used: (Circle only one)	Test Kit # 1	Test Kit # 2	Test Kit # 3
Description of test location: _____				
Result: Is lead present? (Circle only one)		YES	NO	Presumed

Test Location # _____	Test Kit Used: (Circle only one)	Test Kit # 1	Test Kit # 2	Test Kit # 3
Description of test location: _____				
Result: Is lead present? (Circle only one)		YES	NO	Presumed



Meridian
500 E Overland Rd Meridian, ID 83642
208.884.2300

CUSTOMER NO.: 5858200
City Of Middleton
PO Box 487
Attn: Melissa
Middleton, ID 83644-0487

JOBSITE:
Middleton
Call when leaving
Middleton, ID: 83644

RENTAL QUOTE

NO.: RQ000011950

RENTAL START DATE: 09/27/2019 09:35am

EST. RETURN DATE: 10/25/2019 09:35am

EXPIRY DATE: 09/27/2019 12:00am

CUSTOMER PO:

JOBSITE CONTACT:

ORDERED BY: Darrell

PHONE: 208-631-5639

WRITTEN BY: Craig A Baker

RENTAL ITEMS

HOURS ALLOWED:

QUANTITY ITEM DESCRIPTION

		DAY (8)	WEEK (40)	4 WEEK (160)
1	323 EXCAVATOR PG	\$650.00	\$2,500.00	\$6,750.00 2 mos
1	305 MINI EXCAVATOR	\$350.00	\$1,100.00	\$3,300.00
1	HAMMER MINI EXC	\$275.00	\$825.00	\$2,475.00

MISCELLANEOUS ITEMS

1	CRS Truck Delivery	\$125.00	x 3	Initial/Final, two additional
3	Enviro Fee	1%		movers from site-to-site
1	CRS Truck Pickup	\$125.00	x 3	"

SALES TAX DISCLAIMER: Western States Equipment (WSE) is required to collect Sales Tax for sales made in the following states: ID, WA, ND, and WY. Prices above do not include any applicable state, county, city, or local sales taxes. This contract is accepted with the understanding that such taxes and charges shall be added, as required by law, at the time this contract is invoiced. Where applicable, WSE will charge sales tax unless you have a valid sales tax exemption certificate on file. Valid sales tax exempt certificates can be emailed to SalesTax@wseco.com to ensure a copy is on file prior to invoicing. In states where WSE is not required to collect and pay Sales Tax, the purchaser is obligated to self-report and pay the Sales and/or Use Tax to the purchasers appropriate state's and or local Department of Revenue.

By signing below, you acknowledge that if equipment is returned or damaged, you agree to pay loss of use damages in the same sum as rent until the machine is repaired to rent-ready status. Lessee agrees to lease from Western States the machine, vehicle (including but not limited to licensed and unlicensed trailers and motor vehicles), equipment and accessories described above (collectively, "the equipment") for the period, pursuant to the terms, and

Rental Equipment Protection (REP):

Our Rental Equipment Protection ("REP") Program is OPTIONAL AND MAY BE DECLINED

IMPORTANT: If you decline REP, or if you fail to pay the REP Fee, you will be responsible for all damage, repair(s) and replacement(s) of/to the Rented Item(s) at its/their full (new) replacement value. In addition, if REP is declined, Customer is required to provide a certificate of insurance to WSECO showing coverage on the equipment, including, without limitation, fire, theft, and liability coverage with such other insurance as necessary to protect Customer's and WSECO's respective interests in the equipment. WSECO must be named as an additional insured and must include stipulations that coverage will not be cancelled or diminished without at least fifteen (15) days written prior notice to WSECO.

**** Cat Equipment on this contract is not for sale. ****

Signature _____ Date: _____

Accept _____ Decline _____



COASTLINE Equipment



Customer Information		Job Information	
Attention: Darrel		Project Location: Middleton	
Company: City of Middleton		Term: <input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly	
Phone:		Start Date:	
Fax		Email: Dgehring@MiddletonCity.com	

Qty	Equipment Description	Rental Rates		
		Day 8 hrs	Week 40 hrs	Month 160 hrs
1	Hitachi ZX300 Exc W/Thumb	\$900	\$2,640	\$7,920
1	Hitachi/John Deere 75G W/ F6QT Hammer	\$740	\$2,225	\$6,670
1	John Deere 310E ADT	\$1,200	\$3,665	\$11,000
\$6.50	Diesel if needed			
\$10.00	DEF if needed			
\$135/HR	Equipment Mob			
\$135/HR	Equipment Demob			
.50%	Environmental Fee			

Date of Quote: 9/27/2019
Submitted By: Austin O.

Total:
Tax Exempt? ☐ Yes ☐ No

Quote based on a weekly rental term.

Quotes are valid for 30 days and may be subject to taxes, surcharges, delivery and insurance.

26 East 300 South Jerome, ID 83338 (208) 324-2900	2000 East Overland Rd Meridian, ID 83642 (208) 888-1017	13886 Hwy 55 McCall, ID 83638 (208) 634-3903
www.coastlineequipment.com		

City of Middleton
Trencher
Sourcewell (NJPA) Contract
Summary

* T9B Trencher List Pricing	48" Cur	\$ 6,736.00
NJPA Discount (15%)		(\$ 1,010.40)
Additional Discount		(\$ 125.60)
* Discounted Sales Price		\$ 5,600.00
T6B Trencher List Price	36" Cur	\$ 6,389.00
NJPA Discount (15%)		(\$ 958.35)
Additional Discount		(\$ 30.65)
Discounted Sales Price		\$ 5,400.00

Please see Sales Agreement #Q000160454 for list pricing and terms and conditions.



Cat[®] Trenchers

Skid Steer Loaders
Multi Terrain Loaders
Compact Track Loaders
Compact Wheel Loaders

Cat[®] Trenchers are designed for cutting narrow straight trenches in the soil prior to laying electrical, telephone and cable lines, or water and gas pipe. Trenchers are ideal for residential, commercial, agricultural, building construction, lawn care and golf course maintenance.

Features:

Direct drive system

- Direct drive system features a variable speed, bi-directional, gerotor style motor that delivers optimal chain speed, chain pull and torque for maximum trenching performance in a broad range of soil types.

Durable double standard antibackflex chain

- Durable double standard antibackflex chain eliminates chain backlash and ensures teeth are positioned at the most efficient angle for smooth cutting and longer tooth life.

Hardfaced, tungsten carbide steel cupped teeth

- Hardfaced, tungsten carbide steel cupped teeth are standard for long life in many soil conditions. Teeth are spaced for optimum digging performance in most soil.

Standard boom length

- Standard boom length is used for all-purpose performance. Replaceable weld-on wear strips extend boom life.

Large diameter bolt-on spoil auger

- Large diameter bolt-on spoil auger improves loose soil removal from trenching area and allows for quick, easy removal and servicing.

Hydraulic or manual side-shift

- Hydraulic or manual side-shift on the T6B and T9B provides close trenching flexibility near structures or obstructions. Hydraulic side-shift on the T15B is controlled from the operator's compartment using the standard flow auxiliary hydraulic circuit selector control.

Formed skid shoe

- Formed skid shoe acts as a pivot point and maintains proper spoil auger orientation.

Optional chain types and cutting widths

- Optional chain types and cutting widths are available for specific soil, digging requirements and trench widths.

Optional bolt-on crumbler bar with shoe

- Optional bolt-on crumbler bar with shoe improves soil removal to provide cleaner trench. Shoes available in size range to accommodate trench width.

Cat XT[™] and medium pressure hose, couplings and O-ring face seals

- Cat XT and medium pressure hose, couplings and O-ring face seals provide superior, leak-free performance and reliability. All hoses are wrapped with nylon woven cordura sleeving for added operator protection. Hydraulic quick disconnects enable fast tool changes.

Quick coupler

- Rugged, opposing edge design holds the work tool securely and allows the operator to quickly change from one high performance Cat Work Tool to another.

Cat® Trenchers

Compatibility

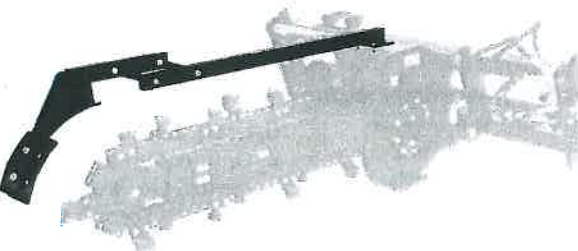
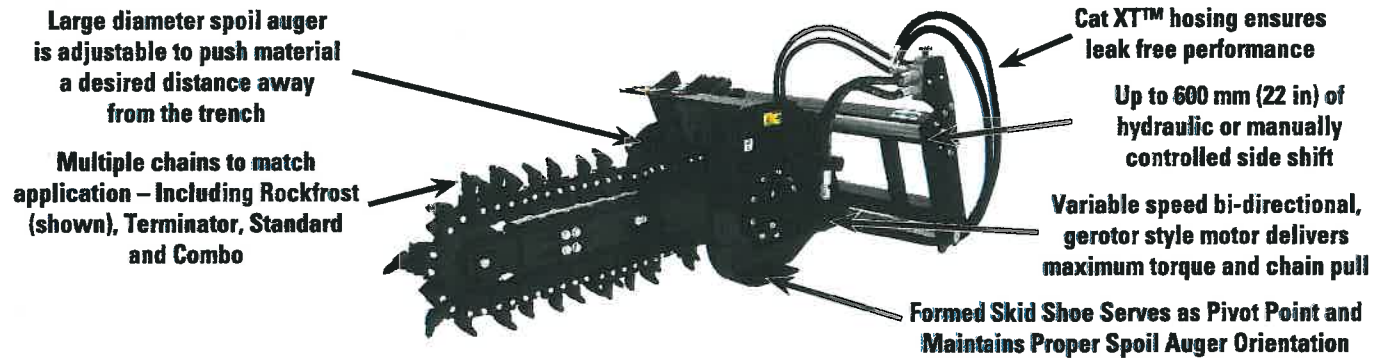
Model Machines

T6B	216B3, 226D, 232D, 236D, 239D, 242D, 246D, 249D, 257D, 259D, 262D, 272D2, 272D2 XHP, 277D, 279D, 287D, 289D, 297D2, 297D2 XHP, 299D2, 299D2 XHP, 903C2, 906K, 907K, 908K, 906M, 907M, 908M
T9B	216B3, 226D, 232D, 236D, 239D, 242D, 246D, 249D, 257D, 259D, 262D, 272D2, 272D2 XHP, 277D, 279D, 287D, 289D, 297D2, 297D2 XHP, 299D2, 299D2 XHP, 903C2, 906K, 907K, 908K, 906M, 907M, 908M
T15B*	226D, 232D, 236D, 239D, 242D, 246D, 249D, 257D, 259D, 262D, 272D2, 272D2 XHP, 277D, 279D, 287D, 289D, 297D2, 297D2 XHP, 299D2, 299D2 XHP, 906K, 907K, 908K, 906M, 907M, 908M

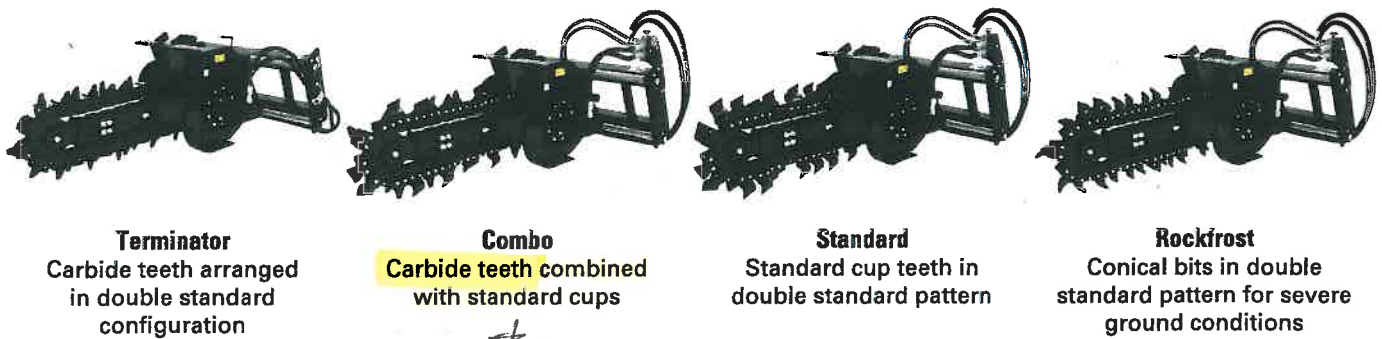
* Requires high flow or high flow XPS option on machine.

Machine model availability and attachment vary by region. Please contact your local dealer for availability.

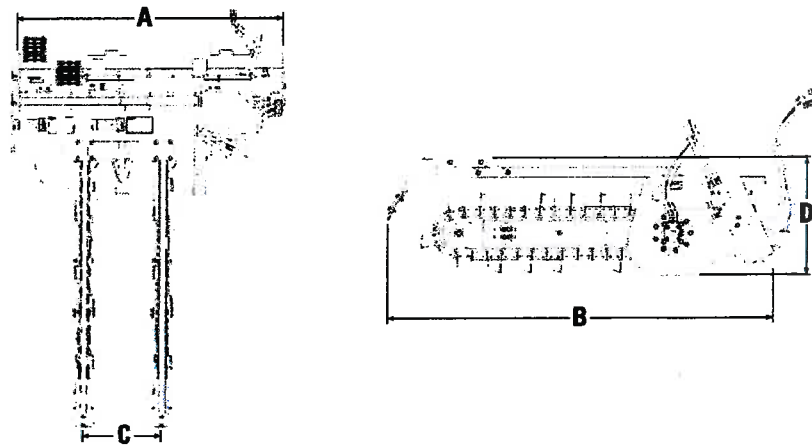
B-Series Trencher



Optional Crumber Arm
Ensures smooth trench bottom following chain teeth



Specifications



			T6B		T9B		T15B	
A Overall width	mm (in)		1426	(56)	1901	(74.8)	1901	(74.8)
B Overall length	mm (in)		2348	(92)	2705	(106.5)	3010	(118.5)
C Side-shift travel	mm (in)		419	(16.5)	559	(22)	559	(22)
D Overall height	mm (in)		786	(30.9)	786	(30.9)	786	(30.9)
Max auger clearance	mm (in)		534	(21)	534	(21)	534	(21)
Spoil auger diameter	mm (in)		457	(18)	457	(18)	457	(18)
Standard boom length	mm (in)		914	(36)	1219	(48)	1524	(60)
Unit weight	kg (lb)		397	(875)	551	(1,215*)	601	(1,325**)
Required hydraulic flow range	L/min (gpm)		42-86	(11-23)	42-86	(11-23)	95-152	(25-40)
Optimal hydraulic pressure range	bar (psi)		145-235	(2,100-3,400)	145-235	(2,100-3,400)	207-310	(3,000-4,500)
Motor displacement	cm ³ /rev (in ³ /rev)		393.9	(24.0)	393.9	(24.0)	629.1	(38.4)
Theoretical drive shaft torque	N•m (lb•ft)		1447	(1,068)	1447	(1,068)	2905	(2,144)
Chain pull @ max pressure ¹	kg (lb)		1207	(2,661)	1207	(2,661)	2424	(5,344)
Chain speed @ max flow	mpm (fpm)		155	(508.5)	155	(508.5)	158	(518.3)
Drive shaft speed @ max flow	rpm		203 rpm @ 80 L/min (21 gpm)		203 rpm @ 80 L/min (21 gpm)		207 rpm @ 129 L/min (34 gpm)	
Optional cutting widths	mm (in)		152, 203, 254, 305 (6, 8, 10, 12)		152, 203, 254, 305 (6, 8, 10, 12)		152, 203, 254, 305 (6, 8, 10, 12)	

* T9B equipped with 1219 mm (48 in) boom, hydraulic side shift control, double standard antibackflex chain, 203 mm (8 in) cutting width, 50/50 combo carbide/cup chain.

** T15B equipped with 1524 mm (60 in) boom, double standard antibackflex chain, 203 mm (8 in) cutting width, 50/50 combo carbide/cup chain.

¹ Max. Pressure: T9B – 235 bar (3,400 psi), T15B – 290 bar (4,205 psi)

Utility Billing

From: Jim Gordon
Sent: Friday, September 27, 2019 8:13 AM
To: Utility Billing
Subject: Fwd: Cat Trenchers
Attachments: image001.jpg; ATT00001.htm; CM20170220-37620-09383.pdf; ATT00002.htm

Life Is better here !

Jim Gordon
WasteWater Collection Operator II

1103 W. Main st.
P.O. Box 487
Middleton ID 83644
Phone:208-585-3133
Cell:208-972-1682
jgordon@middletoncity.com

Begin forwarded message:

From: Jason Warriner <Jason.Warriner@wseco.com>
Date: September 26, 2019 at 8:58:21 AM MDT
To: "jgordon@middletoncity.com" <jgordon@middletoncity.com>
Subject: Cat Trenchers

Jim,

Attached is a brochure on the Cat Trenchers.

The CAT T9B 6" Trencher with a 48" Cut, hydraulic side shift and combo carbide teeth is \$5,600.
The CAT T6B 6" Trencher with a 36" Cut, hydraulic side shift and combo carbide teeth is \$5,400.

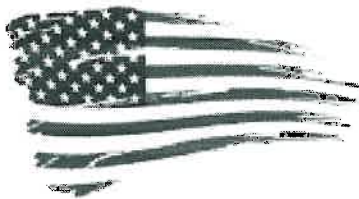
Pricing is good thru 2019.

Please let me know if you need anything else

Thanks

Jason Warriner | Sales Representative
Western States Equipment Company
500 E. Overland Rd.
Meridian, Idaho 83642
Jason.Warriner@wseco.com

Office: 208-884- 2370



Twin Falls
 3140 Kimberly Rd.
 Twin Falls, ID 83301
 208-733-5543

Caldwell
 220 Farmway Rd.
 Caldwell, ID 83605
 208-466-7875

www.burkstractor.com



Name		Address		
City of Middleton		1103 West Main st.	Middleton	Idaho 83644
Salesman	Cell	Office	Email Address	Quote Exp.
Stan Milburn	208-550-1368	208-585-3133	edkrarass@middletoncity.com	10/25/2019

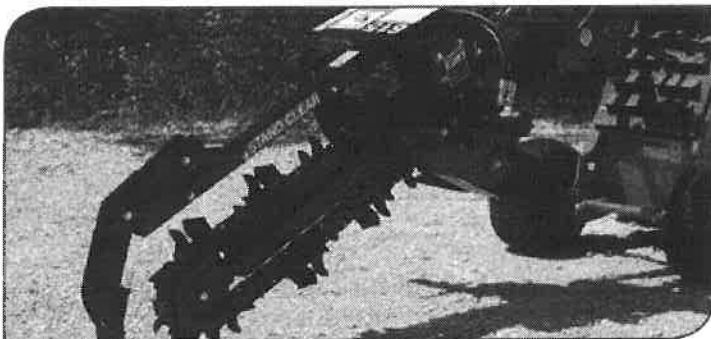
Equipment Quote

Unit Number	Year	Make	Model	Serial Number	Description	Hours	Sale Price
2019	PALADIN	625			48" X 6" Trencher Skid Steer mount With Rock Tooth Chain		\$8,128.00
2019	PALADIN	625			48" X 6" Trencher Skid Steer mount with standard tooth chain		\$6,528.00

Trade Information									
Year	Make	Model	Serial Number	Description	Hours	Allowance	Amount Owe	Net Allowance	
						\$0.00	\$0.00	\$0.00	
						\$0.00	\$0.00	\$0.00	
						\$0.00	\$0.00	\$0.00	
<i>All trades are subject to a complete and thorough physical and operational inspection by a third party inspector before this deal finalized</i>									
Financing Options (O.A.C) * Good Faith Estimate							New Equipment Total:		\$14,656.00
Provider	Term	PMTS P/Y	Rate	Down%	Amount	Payment*	Trade Allowance:		\$0.00
chn	0	0	0.00%	0%			Net Trade Allowance		\$0.00
			0.00%	0%			New/Trade Difference:		\$14,656.00
			0.00%	0%			Sales Tax:	0%	\$0.00
							Document or Other Fees:		\$274.50
<i>All Finance offers are subject to certain terms and conditions - Amounts provided are based on a signed, submitted and approved credit application</i>							Grand Total:		\$14,930.50



TRENCHERS



Paladin Attachments is your single source for high quality attachments for skid steers, compact tool carriers, and excavators used for vegetation/land management, landscaping, soil preparation, material handling, and construction.



Bradco Trenchers, by Paladin, can mount to skid-steer loaders, compact skid-steer loaders and 3-point PTO HP hydrostatic tractors. Several boom lengths are available to match your job's specifications.

- Standard flow and high flow options available
- Choose from various chain and teeth assemblies



The Power of Combined Excellence®

BRADCO	CP	CUSTOMWORKS	APC	HARLEY	J&B	McMILLAN	SWEEPSTER
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City of Middleton - Server Migration Proposal Summary

****This is an initial estimate based on what we currently know about the project. This estimate is subject to change after an in-depth assessment has been completed. A change order quote will be provided if any additional items are identified during the assessment.**

This project estimate will expire 11/10/2019**

Despite our extensive experience in implementing and installing hundreds of networks, provisioning tens of thousands of computers and setting up email, VoIP phones, etc., for tens of thousands of users, there are always variables or unforeseeable obstacles when installing new servers, computers, switches, domains, email systems, email users, etc., that make it impossible to give an exact estimate on the time and cost of these projects. We do, however, offer these guidelines:

A close estimate for the project time is based on the following:

			Units	Low Range	High Range
Project Management					
4.50	to	6.25	Up to 6.25 hours for Project Management, solution architecture and research, and preparation work applicable to the project	1	4.50 6.25
Backup					
0.50	to	1.00	Up to 1 hours per server to install and configure server backup solution	3	1.50 3.00
Armor					
0.50	to	1.00	Basic Armor Setup (per monitored endpoint)	3	1.50 3.00
Server Migration					
2.50	to	3.00	Up to 3 hours for server install and basic configuration (SQL, App, File Servers)	3	7.50 9.00
3.50	to	4.00	Per server program installation (SQL, Caselle, Document Manager)	3	10.50 12.00
2.00	to	3.00	Migrate SQL Caselle database (SQL VHD) to new virtual server	1	2.00 3.00
1.00	to	2.00	Time to setup SQL DB for Caselle on the new Virtual Server	1	1.00 2.00
1.00	to	1.00	Upgrade RAM (server must be powered off)	1	1.00 1.00
0.25	to	1.00	Hours for migrate PBX server to other VM host (physical server)	1	0.25 1.00
0.50	to	1.00	Time to reconnect virtual hard drives for file server data to the new Virtual Machines	1	0.50 1.00
Computer Setup, Anti-Virus, Anti-Malware, etc.					
0.25	to	0.33	Time per computer to install new anti-virus software	3	0.75 1.00
Misc.					
2.00	to	4.00	Up to 4 hours for issue resolution first business day after the project	1	2.00 4.00
1.50	to	2.00	Up to 2 hours for Quality Assurance after project work is completed	1	1.50 2.00
Implementation Hours Subtotal				34.50	48.25
TOTAL ESTIMATED ONE TIME COSTS (Labor, Equipment, etc.)				\$ 4,575.00	\$ 6,397.37

*****Applicable sales tax not included*****

- As the formulas indicate, this estimate is quantity based. Changes in quantities automatically result in changes in the estimate.
- We will notify you immediately if circumstances other than quantity changes require additional time.
- Our Project Management Labor Rate is \$150 per hour.
- Our Project Labor Rate is \$130 per hour.
- One variable that is impossible to predict or estimate is any customer provided unique software.
- Billing will be based on actual time



Estimate

1314 West 11400 South
Suite 200
South Jordan, Utah 84095

Date	Estimate #
9/26/2019	1062357

Name / Address
City of Middleton 1103 West Main Street Middleton, ID 83644

Visit our website to learn
more about us and read
customer testimonials

www.executech.com

Description	Qty	Rate	Total
16GB DDR4 ECC 2666MHz PC4-21300 RAM REF: 118414	4	135.99	543.96

Subtotal	\$543.96
Sales Tax (6.0%)	\$0.00
Total	\$543.96

Prices are good for 30 days from the date of the quotation. Labor is not included in hardware estimates unless stated.



valleyregionaltransit



September 24, 2019

City of Middleton
P.O. Box 487
Middleton, ID 83655

ATTENTION: Becky Crofts

SUBJECT: Valley Regional Transit FY2020 Assessment and Service Contributions Cooperative Agreement

Dear Becky Crofts,

On August 5, 2019, the Valley Regional Transit Board of Directors approved the FY2020 Budget and related member assessment/service contribution schedule. The attached Funding Summary provides a detailed listing of all member assessments/service contributions for FY2020.

Enclosed is the Fiscal Year 2020 Cooperative Agreement and the invoice representing the amount VRT requests from your organization.

Should you have any questions or require additional information please feel free to contact me at (208) 258-2712 or kbadesheim@valleyregionaltransit.org.

Thank you for your continued support of Valley Regional Transit.

Sincerely,

A handwritten signature in blue ink that reads "Kelli Badesheim".

Kelli Badesheim
Executive Director
Valley Regional Transit

Enclosures: Cooperative Agreement
Invoice
Funding Summary



valleyregionaltransit

10/1/2019

Reference #

Bill To: CITY OF MIDDLETON
ATTN: CITY TREASURER
P.O. BOX 487
MIDDLETON ID 83644-

Page 1

Line	Item #	Description	Quantity	U/M	Unit Price	Extended Price
1	VRT MEMBER DUES	Annual Valley Regional Transit Assessment	1.00	YR	\$4,176.00	\$4,176.00
No refunds or exchanges for expired, lost, stolen, or damaged passes.				SubTotal:		\$4,176.00
					Invoice Total:	\$4,176.00

Valley Regional Transit Local Funding Summary
FY2020 BASE BUDGET REQUESTS

LOCAL REVENUE SOURCES	Assessment	Service	Special Projects	Totals
Ada County	\$ 25,526	\$ 22,166		\$ 47,693
ACHD	3,106	-		3,106
Boise State University	6,210	33,774		39,984
College of Western Idaho	5,682	60,924		66,605
CCDC	28,507	-	100,000	128,507
City of Boise	100,172	7,192,422	100,000	7,392,594
City of Eagle	13,449	-	9,500	22,949
City of Kuna	9,819	-	13,000	22,819
City of Meridian	49,324	99,349	169,184	317,857
City of Star	4,727	-		4,727
City of Garden City	5,264	130,542		135,807
Meridian Development Corp	3,654	-		3,654
TOTAL ADA COUNTY	\$ 255,441	\$ 7,539,177	\$ 391,684	\$ 8,186,302
Canyon County	\$ 20,653	\$ 18,646		\$ 39,299
Canyon County Highway District	956	-		956
City of Caldwell	25,303	166,830		192,133
City of Greenleaf	374	-		374
City of Melba	254	-		254
City of Middleton	4,176	-		4,176
City of Nampa	43,883	339,502		383,385
City of Notus	245	-		245
City of Parma	925	-		925
City of Wilder	757	-		757
Golden Gate Highway District #3	676	-		676
Nampa Highway District #1	1,103	-		1,103
Notus/Parma Highway District	593	-		593
TOTAL CANYON COUNTY	\$ 99,898	\$ 524,978	\$ -	\$ 624,876
TOTAL JURISDICTION REVENUE	\$ 355,339	\$ 8,064,155	\$ 391,684	\$ 8,811,178

FY2020 BASE CAPITAL AND SERVICE ENHANCEMENT REQUESTS

Local Revenue Requests	Base Capital	Service Enhancements	Total
Ada County	\$ -	\$ 15,000	\$ 15,000
City of Boise	2,253,358	400,000	2,653,358
City of Eagle	-	105,470	105,470
City of Meridian	-	419,000	419,000
Meridian Development Corp	-	65,000	65,000
TOTAL CAPITAL AND ENHANCEMENTS			\$ 3,242,828

**MARKET VALUE APPRAISAL
ALCALA PROPERTY (PARCEL NO. 11 & 12)
706 WEST WILLOW CIRCLE
MIDDLETON, CANYON COUNTY, IDAHO**

FOR

**MAYOR DARIN TAYLOR
CITY OF MIDDLETON
1103 WEST MAIN STREET
P.O. BOX 487
MIDDLETON ID 83644**

BY

**ROBERT C. WILLIAMS, MAI
RC WILLIAMS & ASSOCIATES
1843 S. BROADWAY AVE, STE. 104
BOISE, IDAHO 83706**

C-1966

RC WILLIAMS & ASSOCIATES
REAL ESTATE APPRAISING AND CONSULTING

1843 S. Broadway Ave. Ste. 104
Boise, ID 83706

www.appraisaloffices.com
rcw@appraisaloffices.com

(208) 375-0106
No Fax No.

September 20, 2019

Mayor Darin Taylor
City of Middleton
1103 West Main Street
P.O. Box 487
Middleton, ID 83644


RE: Market Value Appraisal Report (ITD-2288)
Jay A. Alcala Property
706 West Willow Circle
Middleton, Canyon County, Idaho

PROJECT NO:	A012(048)
KEY NO.:	12048
PARCEL NO.:	11 and 12
PLANS SHEET NO.:	4 of 8
PLANS SHEET DATE:	December 26, 2018
PARCEL I.D.NO.:	R1874000000 and R1874100000
PROPERTY OWNER'S NAME:	Jay A. Alcala
PROPERTY ADDRESS:	706 W. Willow Circle, Middleton, ID 83644
OWNER'S ADDRESS:	706 W. Willow Circle, Middleton, ID 83644
R/W REQUIREMENT:	2,875 Sq. Ft.
PERMANENT EASEMENT:	2,005 Sq. Ft.
TEMPORARY EASEMENT:	0 Sq. Ft.

In accordance with our agreement, I transmit my appraisal report on the above referenced parcel. This report represents my opinion of the present market value of the rights being acquired, subject to any extraordinary assumptions, limiting conditions, or legal instructions as attached.

By reason of investigation, study and analysis, my opinion of market value of the requirement as of September 19, 2019 is \$6,460.91.

Respectfully submitted,
Robert C. Williams Appraisals, Inc.


Robert C. Williams, MAI
Certified Appraiser CGA-6

★



Appraisal Report

ITD 2288 (Rev. 11-13)

Key Number	Project Number	Parcel Number	Parcel ID Number
12048	A012(048)	11 and 12	R1874000000 & R1874100000

Property Owner's Name
Jay A. Alcala
Address
706 West Willow Circle
City, State, Zip
Middleton, ID 83644

Client's Name and Intended User's Name (Use of This Report by Others is Not Intended by the Appraiser)

(The Property Owner Will Receive a Copy)

The client is the City of Middleton. The intended users are the City of Middleton's employees and contract agents.

Purpose and Intended Use of Appraiser's Opinions and Conclusions (As identified by the appraiser, based on communication with the client at the time of the assignment)

The purpose of this appraisal is to estimate the market value for the right-of-way requirement and/or easements. It will be utilized by the City of Middleton to purchase the right-of-way in conjunction with the South Cemetery Road; SH 44 to Willow Creek Improvements Project. No other uses or users of the report are intended by the appraiser.

Real Property Interest Being Appraised

Fee Simple Title and Easements.

RW Plans Date		RW Plan Sheet Number	
December 26, 2018		4 of 8	
Purpose of Requirement		Requirement	
<input type="checkbox"/> Quarry or Gravel Site		Total Ownership <u>0.40 per assessor</u> <input checked="" type="checkbox"/> Ac <input type="checkbox"/> Sq Ft	
<input type="checkbox"/> Maintenance Site		Area Required (Fee) <u>2.875</u> <input type="checkbox"/> Ac <input checked="" type="checkbox"/> Sq Ft	
<input type="checkbox"/> Surplus Property		Permanent Easement Required <u>2.005</u> <input type="checkbox"/> Ac <input checked="" type="checkbox"/> Sq Ft	
<input checked="" type="checkbox"/> Highway Right-of-Way		Temporary Easement Required <u>0</u> <input type="checkbox"/> Ac <input checked="" type="checkbox"/> Sq Ft	
<input type="checkbox"/> Other (Explain)		Type of Access Control (Before and After)	
		Standard City of Middleton Policy	
Subject Property Address or Location		County	
706 West Willow Circle, Middleton, Canyon County, Idaho		Canyon	
Sale History <input checked="" type="checkbox"/> Ten Year History of Title <input type="checkbox"/> Title Precedes 10 years (Give information for the last recorded sale)			
<u>Year of Sale</u>	<u>Seller's Name</u>	<u>Buyer's Name</u>	<u>Sales Price</u>
2014	Housing and Urban Development	Alcala	\$ 86,000
			\$
			\$

Key Number	Project Number	Parcel Number	Parcel ID Number
12048	A012(048)	11 and 12	R1874000000 & R1874100000

Date of Inspection and Invitation

I offered Jay Alcala, who is the property owner, an opportunity to accompany me on my inspection of this property by ☐ personal contact ☒ telephone ☐ letter on 9/9/2019. This invitation was ☐ accepted ☒ declined. The telephone number of the owner or representative contacted is 208-608-9388.
I personally inspected the subject property on 9/19/2019 and other dates.

Definition of Market Value: The definition from UASFLA (Uniform Appraisal Standards for Federal Land Acquisitions), as follows shall be used: "Market value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of the appraisal, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property at the time of the appraisal."

Description of Subject Property (Identify and provide a summary description of the real property, personal property, or tangible items appraised, such as location, physical features, area, city and neighborhood data, legal use, economic property characteristics, zoning and flood hazard statement, if applicable. Identify any personal property, trade fixtures, or intangible items that are not real property and if they are or are not part of this appraisal.)

The Subject Property is located in the northwest part of Canyon County and is within the Middleton City limits. It is also located along West Main Street (State Highway 44). This is the primary thoroughfare through town. It runs in an east - west direction and connects with the City of Star to the east and an interchange with Interstate 84 to the west. This section of Middleton is improved with various types of uses. There is a mix of both older residential and commercial buildings. The majority of the new development along Main Street is commercial in nature. This is a relatively central part of Middleton and is generally an older well established neighborhood.

The Subject Property is located on the north side of West Willow Circle and it backs up to West Main Street. The Subject is irregular in shape as it fronts on a cul-de-sac (see the plat map in the addenda) and per the Canyon County Assessor contains 0.40 acres. The Site has approximately 130 feet of frontage on Willow Circle and extends to 120± feet in average depth. It is generally level and at road grade. It appears to have good soil bearing characteristics as is evidenced by construction in the neighborhood. All utilities are available to the Site. The Willow Circle frontage is improved with concrete curb and gutter. The west 25 feet of the Site is encumbered by the Drainage District No. 2 Easement and the associated ditch. The Site is improved with a residential dwelling which was reportedly constructed in 1977.

Scope of Work

Identify the problem to be solved (extent of property identification, extent of tangible property inspection)

The appraiser viewed the Subject Property and surrounding neighborhood. The appraiser located and inspected the requirement to identify and examine the physical characteristics of the area to be acquired. The current zoning status was confirmed and the utilities availability was checked. The highest and best use of the site was determined in order to select the appropriate comparable sales. It is a hypothetical condition of this appraisal to disregard any increase or decrease in the before market value of the Property that has been caused by the Project. It is also a hypothetical condition of this appraisal that the Project has been constructed as designed.

Identify the type and extent of data research performed

The data collection portion of the appraisal assignment is to identify and confirm recent sales of comparable properties from the Subject neighborhood that are considered to have similar economic and physical features to that of the Subject Property. The sources of data included interviews with buyers and sellers, other appraisers, realtors and persons knowledgeable of the Subject Property market place. Idaho is a non-disclosure state. Reasonable efforts are made to verify the accuracy of the sale information and it is expressly assumed that the information has been factually provided by the various reporting parties. In this appraisal, sales will be compared to the Subject using a standard unit of comparison, or the sale price per square foot. An extensive search was conducted in an attempt to collect all relevant land sales in the market area. This market data is considered the most current and pertinent available.

Key Number	Project Number	Parcel Number	Parcel ID Number
12048	A012(048)	11 and 12	R1874000000 & R1874100000

Identify the type and extent of analyses applied to arrive at opinions or conclusions

In developing real estate appraisals, there are three approaches that may be used in the estimation of market value. The utilization of all three is not always required or necessary, depending on the appraisal problem. When estimating land value for partial acquisitions only a vacant land analyses is required to estimate the market value of the Subject Site. This is accomplished by using the Direct Sales Comparison Method, which compares the Subject to other similar, vacant sites, which have sold in the recent past. It provides for a credible result given the intended use, property characteristics and type of value sought. The Income Capitalization Approach and the Improved Sales Comparison Approach are not considered usual valuation approaches, are not typically developed when estimating land value and are not necessary for a credible result. Consideration for any potential severance damages was a part of the scope of this appraisal assignment. The potential contributory value of any site improvements was also determined. To the best of our knowledge and understanding, this appraisal is in accordance with the State's latest Appraisal Guide and the Uniform Standards of Professional Appraisal Practice (USPAP).

Summarize information analyzed, methods and techniques employed, and the reasoning that supports the analyses, opinions, and conclusions. Give reason for exclusion of the sales comparison approach, cost approach, or income approach.

The appraisal process follows a logical series of steps, which allow the appraiser to develop and support a market value estimate for the Subject Property. Typically, there are three approaches used to develop and support an indication of market value. These approaches use three different types of information from the market place when available. They are the Sales Comparison Approach, the Income Capitalization Approach and the Cost Approach. Per the ITD-2288 Form Appraisal Report, only the Direct Sales Comparison Method using recent sales of similar vacant sites is required, or considered necessary to achieve a credible result for a partial acquisition.

Description of Area to be Acquired, Remainder, Access Control Issues and Summary of Appraisal Problem

The requirement consists of a generally rectangular shaped parcel that is located along the entire west side of the Subject Site (see the Project Plans in the Addenda). Based on the legal descriptions provided to the appraiser by the City of Middletown, the requirement contains 2,875 square feet (0.066 acres) and the permanent easement contains 2,005 square feet (0.046 acres). This area is needed in order to facilitate the construction of the extension of South Cemetery Road and for new curb, gutter and sidewalk. The permanent easement is needed for the new road support slope. All of the requirement area falls within the Drainage District No. 2 Easement and the associated 12 to 15 foot deep ditch area. The majority of the permanent slope easement also falls within the Drainage District No. 2 Easement and the associated ditch area. This ditch area is currently fenced off, is not being used by the adjacent Property owner and has very limited utility. Per the Project Plans the existing chain link fence which runs along the ditch is to be retained and protected. The balance of the property or remainder is left intact. The access to the Site is from West Willow Circle. The access to the Property is not impacted by the Project. The access control is considered the same, both before and after the requirement.

Discussion of Improvements ITD does not require valuation of "unaffected improvements", i.e., houses, buildings, etc. not damaged

The compensable site improvement is the gravel drive area. There is an allowance provided to move the wood pile.

Present analysis of physically possible, legally permissible, financially feasible, and maximally productive both as if "vacant" and as if "improved" for the larger parcel.

The Subject is located within the Single-Family Residential Zoning District (R-3) of Middletown City. The purpose of this district is to accommodate single-family lots. Per an inspection of the Subject Site, the soil bearing characteristics and drainage appear adequate to support most types of the aforementioned improvements. All utilities are available. The Subject is surrounded by residential properties. The Subject Property's residential zoning and recorded Protective Covenants for Willow Creek Subdivision preclude other types of development. Based on recent market activity it is likely that various residential uses are financially feasible. Considering the Subject's location, land use and size, a residential use is the highest and best use of the Site as though vacant. Given the nature of the Subject real estate, the conclusion of highest and best use is inferred based primarily on logic and observed evidence.

Key Number	Project Number	Parcel Number	Parcel ID Number
12048	A012(048)	11 and 12	R1874000000 & R1874100000

The Subject Property consists of two plated lots. They are improved with one residential dwelling and a garage. The garage straddles the property line between Parcel No. 11 (aka Lot 2, Block 1) and Parcel No. 12 (aka Lot 3, Block 1). The Willow Creek Covenants and Plat show that Parcel No. 12 is not a standalone building site because of its limited width (65 feet is required). It is also encumbered by the 25 foot wide Drainage District No. 2 Easement and the associated ditch which further reduces the utility. Its maximum utility and highest and best use is in association with the adjacent Parcel No. 11. The "Larger Parcel" for valuation purposes is the combined Parcel No. 11 and Parcel No. 12.

The existing improvements are consistent with the highest and best use as if vacant. There is no alternative use that would warrant the removal of the existing improvements at this time.

Additional Discussion

None

Comparative Analysis

Sale No.	Sales Price	Sales Price Per <input type="checkbox"/> Ac <input checked="" type="checkbox"/> Sq Ft <input type="checkbox"/> Parcel	Sales Date
1	\$80,000	\$80,000	July 2019

Discussion

This comparable is located on the southeast corner of Greenlinks Avenue and Mulligan Street (196 Greenlinks Avenue). The size is smaller than the Subject. The comparable's location within the Greenlinks subdivision is considered similar plus. With respect to physical characteristics, the comparable has curb, gutters and a detached sidewalk and is similar plus. The zoning is considered similar.

Indicated Adjusted Unit Value of Subject

Superior overall, below \$80,000 per lot.

☐ Ac ☐ Sq Ft ☒ Parcel

Sale No.	Sales Price	Sales Price Per <input type="checkbox"/> Ac <input type="checkbox"/> Sq Ft <input checked="" type="checkbox"/> Parcel	Sales Date
2	\$79,000	\$79,000	September 2019

Discussion

This comparable is located on the east side of Nordic Avenue, north of Meadow Park Boulevard (2062 Nordic Avenue). The size is smaller than the Subject. The comparable's location within the Valhalla subdivision is considered similar plus. With respect to physical characteristics, the comparable has curb, gutters and a detached sidewalk and is similar plus. The zoning is considered similar.

Indicated Adjusted Unit Value of Subject

Superior overall, below \$79,000 per lot.

☐ Ac ☐ Sq Ft ☒ Parcel

Sale No.	Sales Price	Sales Price Per <input type="checkbox"/> Ac <input checked="" type="checkbox"/> Sq Ft <input type="checkbox"/> Parcel	Sales Date
3	\$80,000	\$80,000	September 2019

Discussion

This comparable is located on the east side of Scotch Pine Drive, south of Meadow Park Boulevard (1962 Scotch Pine Drive). The size is slightly smaller than the Subject. The comparable's location within the Western Pines subdivision is considered similar plus. With respect to physical characteristics, the comparable has curb, gutters and a detached sidewalk and is similar plus. The zoning is considered similar.

Indicated Adjusted Unit Value of Subject

Superior overall, below \$80,000 per lot.

☐ Ac ☐ Sq Ft ☒ Parcel

Key Number	Project Number	Parcel Number	Parcel ID Number
12048	A012(048)	11 and 12	R1874000000 & R1874100000

Sale No.	Sales Price	Sales Price Per <input type="checkbox"/> Ac <input type="checkbox"/> Sq Ft <input checked="" type="checkbox"/> Parcel	Sales Date
4	\$85,000	\$85,000	August 2019

Discussion

This comparable is located on the east side of Scotch Pine Drive, south of Meadow Park Boulevard (1960 Scotch Pine Drive). The size is similar to the Subject. The comparable's location within the Western Pines subdivision is considered similar plus. With respect to physical characteristics, the comparable has curb, gutters and a detached sidewalk and is similar plus. The zoning is considered similar.

Indicated Adjusted Unit Value of Subject

Superior overall, below \$85,000 per lot.

☐ Ac ☐ Sq Ft ☒ Parcel

Key Number 12048	Project Number A012(048)	Parcel Number 11 and 12	Parcel ID Number R1874000000 & R1874100000
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SUMMARY OF INDICATED UNIT VALUES

Comparable	No. 1	No. 2	No. 3	No. 4
Date of Sale	7/2019	9/2019	9/2019	8/2019
Sale Price	\$80,000	\$79,000	\$80,000	\$85,000
Size/Acres	0.29	0.34	0.36	0.38
\$ per Lot	\$80,000	\$79,000	\$80,000	\$85,000
Financing Terms	Cash	Cash	Cash	Cash
Conditions of Sale	Typical	Typical	Typical	Typical
Time*	\$80,000	\$79,000	\$80,000	\$85,000
Size	Smaller	Smaller	Smaller	Similar
Location	Similar Plus	Similar Plus	Similar Plus	Similar Plus
Physical Characteristics	Similar Plus	Similar Plus	Similar Plus	Similar Plus
Zoning/Entitlements	Similar	Similar	Similar	Similar
Overall Comparability	Superior	Superior	Superior	Superior

*Current market conditions are considered; no adjustment is applied to the sales as they are current.

Final Correlation of Value

The four comparables are considered the best indicators available with respect to time, size, location, physical characteristics and zoning. A thorough search of the Subject neighborhood and surrounding area has revealed the aforementioned comparable sales. All comparables are located in areas which would compete directly or indirectly with the Subject Property. The number of land sales which has occurred over the latest period of time is considered adequate for analysis purposes. There are no recent sales of infill lots in the close-in to downtown area of Middleton. Consideration is given for current market conditions. The market for residential lots is currently active. Based on the strengths and weaknesses of the Subject Site in relation to the comparable sales and with consideration for the Subject's location and physical characteristics, the appraiser concluded the indicated value for the Subject Site at \$75,000. Based on a size of 0.40 acres this equates to \$4.30 per square foot.

With respect to the requirement area, the Drainage District No. 2 Easement and open ditch currently encumbers/impacts all of the total requirement area. This area has little utility other than open space. The value of this encumbered area is estimated at 25% of the fee simple value.

Key Number	Project Number	Parcel Number	Parcel ID Number
12048	A012(048)	11 and 12	R1874000000 & R1874100000

The permanent easement is typically valued at 50% of the fee simple value. This area can still potentially be utilized for items such as building setback purposes, density transfer, and potential or calculated landscaping area, etc. Also with respect to the permanent easement area, the Drainage District No. 2 Easement and open ditch currently encumbers/impacts 1,222 square feet of the total permanent easement area (2,005 square feet). This area has little utility other than open space. The value of this encumbered area is estimated at 12.5% ($50\% \times 25\% = 12.5\%$) of the fee simple value. The unencumbered permanent easement area contains 783 square feet (2,005 sq. ft. less 1,222 sq. ft. equals 783 sq. ft.) and is valued at 50% of the fee simple value.

For informational purposes the 2019 Subject Site assessed value is \$2.05 per square foot.

Final Conclusion of Subject Unit Value:

\$4.30

☐ Ac. ☒ Sq Ft ☐ Parcel

Key Number 12048	Project Number A012(048)	Parcel Number 11 and 12	Parcel ID Number R1874000000 & R1874100000
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Valuation of Requirement or Total Parcel

					Subtotal	Total
Encumbered	2,875	<input type="checkbox"/> Ac <input checked="" type="checkbox"/> Sq Ft <input type="checkbox"/> Parcel @ \$	4.30/Sq Ft x 25%	= \$	3,090.63	
		<input type="checkbox"/> Ac <input type="checkbox"/> Sq Ft <input type="checkbox"/> Parcel @ \$				\$ 3,090.63
Perm Easement	783	<input type="checkbox"/> Ac <input checked="" type="checkbox"/> Sq Ft <input type="checkbox"/> Parcel @ \$	4.30/Sq Ft x 50 %	= \$	1,683.45	
Perm Esmt Encum	1,222	<input type="checkbox"/> Ac <input checked="" type="checkbox"/> Sq Ft <input type="checkbox"/> Parcel @ \$	4.30/Sq Ft x 12.5 %	= \$	656.83	
Temp Easement	0	<input type="checkbox"/> Ac <input checked="" type="checkbox"/> Sq Ft <input type="checkbox"/> Parcel @ \$	x %	= \$	0	\$ 2,340.28

Improvements Within Requirement (if Any)

Allowance to move the wood pile:	= \$	250.00	
Gravel Drive - 780 Sq. Ft. @ \$1.00 per Sq. Ft. installed.*	= \$	780.00	
	= \$		
	= \$		
	= \$		\$ 1,030.00


* Franz Witte/Cloverdale Nursery/Farwest Landscapa/Vork Files

Loss in Value to Remainder (Severance/Minor Damages, Access Control Explanation)

NA	
	\$ 0

Cost to Cure Items (Explain and Support)

NA	
	\$ 0

Total Fair Market Value \$ 6,460.91	
Signature 	Signature
Report Date September 20, 2019	Effective Date of Appraisal September 19, 2019
Comments: The property owner did not report any specific concerns.	

Key Number	Project Number	Parcel Number	Parcel ID Number
12048	A012(048)	11 and 12	R1874000000 & R1874100000

Other Attachments or References (As Applicable)

☐ In box indicates required in report ☒ In box indicates include if applicable

- ☐ Letter of transmittal
- ☐ Appraiser's certification
- ☐ R/W plans sheet or map
- ☐ Assumptions and limiting conditions
- ☐ Qualifications of appraiser
- ☐ Numbered subject photos (with project lines, location map, and labeled with date and photographer) and interior photos, if affected
- ☐ Assessors valuation (must include category and value per category) and plat map
- ☐ Legal description
- ☐ Zoning information
- ☐ Comparable sales location map and sufficient directions
- ☐ Numbered photos of comparables (location map and labeled with date and photographer)
- ☐ Title report (if supplied)
- ☒ Supporting bids, if applicable
- ☒ Salvage value estimate of affected improvements, if applicable
- ☒ Sign identification, photograph(s), and location, if applicable
- ☒ Floor plan sketch, if applicable
- ☒ Sketch of property showing improvements, if applicable
- ☒ Fixture inventory (ITD 5204), if applicable
- ☒ Identify tenant-owned property and ownership within R/W requirement, if applicable
- ☒ Economic rent information of impacted improvements and rental history, if applicable
- ☒ Property owner advice of rights form
- ☐ Other _____

Insert additional information/displays as necessary after this page

There are no additional information/displays.



Appraiser's Certification

Idaho Transportation Department

ITD 1996 (Rev. 01-12)
itd.idaho.gov

Key Number	Project Number	Parcel Number	Parcel ID Number
12048	A012(048)	11 and 12	R1874000000 & R1874100000

I certify that to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions; legal instructions are my personal, impartial, unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property appraised that is the subject of this report, and no personal interest or bias with respect to the parties involved.
- My compensation for completing this assignment is not contingent upon the analysis, opinions, or conclusions reached or reported or the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- I have performed no (or the specified) services as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Idaho Transportation Department's Appraisal Guide, the Uniform Appraisal Standards for Federal Land Acquisitions, and the Appraisal Foundation's *Uniform Standards for Professional Appraisal Practice*, except to the extent that the *Uniform Appraisal Standards for Federal Land Acquisitions* required invocations of USPAP's Jurisdictional Exception Rule as described in Section D-1 of the *Uniform Appraisal Standards for Federal Land Acquisitions*.
- I have ☒ have not ☐ made a personal inspection of the property appraised that is the subject of this report. The property owner or his/her designated representative was given the opportunity to accompany the appraiser on the property inspection as stated in the appraisal report.
- No one provided significant real property appraisal assistance to the person signing this certification, unless otherwise stated.
- I understand that this report may be used in connection with the acquisition of right-of-way for a project to be constructed by the state of Idaho.
- I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the Idaho Transportation Department and I will not do so until so authorized by said officials, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.
- I have, in making said appraisal, disregarded any decrease or increase in the market value of the real property prior to the date of valuation caused by the subject project for which said property is being acquired, or by the likelihood that the property would be acquired for such a project, other than that due to physical deterioration within the reasonable control of the owner(s).
- Such appraisal has been made in conformity with the appropriate state laws, regulations, policies, and procedures applicable to appraisal of right-of-way for such purposes; and no portion of the value assigned to such property consists of items that are non-compensable under the established law of said state.
- My opinion of the fair market value of the rights being acquired in the property as of September 19, 2019 is

Six Thousand Four Hundred Sixty Dollars and Ninety Cents (\$6,460.90), based upon my independent appraisal and the exercise of my professional judgment.

Appraiser's Signature	Appraiser's License No.	Date
	CGA-6	9/20/19
Appraiser's Signature	Appraiser's License No.	Date

CERTIFICATION OF VALUE

Property Location:

706 West Willow Circle
Middleton, Canyon County, Idaho

I certify that, to the best of my knowledge and belief:

- the statements of fact contained in this report are true and correct.
- the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- I have performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- my engagement in this assignment was not contingent upon developing or reporting predetermined results.
- my compensation is not contingent upon the report of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- my analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, the Code of Professional Ethics, and the Standards of Professional Practice of the Appraisal Institute.
- I have made a personal inspection of the property that is the subject of this report.
- no one provided significant professional assistance to the person signing this report.
- the use of this report is subject to the requirements of the Appraisal Institute and the State of Idaho relating to review by its duly authorized representatives.
- as of the date of this report, I have completed the requirements under the continuing education program of the Appraisal Institute and the State of Idaho.



Robert C. Williams, MAI
Certified Appraiser CGA-6

ASSUMPTIONS AND LIMITING CONDITIONS:

This Appraisal Report is subject to the following assumptions and limiting conditions:

1. The legal description furnished is assumed to be correct. No other legal matters are considered. The property is appraised assuming a clear and merchantable title.
2. The sketch in this report is included to assist the reader in visualizing the property. The appraisers have not surveyed the property and no liability is assumed in connection with such matters.
3. Certain information contained in this report was furnished by others. It is believed to be accurate and was confirmed to the best of my ability. The right is reserved to modify the conclusions if an error is discovered.
4. Robert C. Williams is an active member of the Appraisal Institute. The Bylaws and Regulations of the Appraisal Institute require each member to control the use and distribution of each appraisal report.
5. None of this appraisal, neither part nor whole, shall be disseminated to the general public by use of advertising media, public relations media, sales media, or other media for public communication, without the prior written consent of the appraiser.
6. Employment to perform this appraisal does not require court testimony unless satisfactory arrangements are made in advance.
7. The data and conclusions found in this appraisal are a part of the whole valuation. No part of this appraisal may be used out of context, as it could be misleading.
8. In order to better estimate the value of the property as a whole, the value of the land and the improvements may be shown separately; however, the value shown for either may or may not be its correct market value.
9. It is assumed by the appraiser, and the value is contingent upon the improvements meeting all applicable building codes. It is also assumed that all applicable zoning and use regulations are being complied with, unless nonconformity has been stated, defined, and considered in the appraisal report.

10. The appraiser assumes there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it less valuable. No study has been made to determine whether structures may have an infestation such as termites or dry rot. The appraiser assumes no responsibility for any other hidden defects or conditions such as substandard insulation, plumbing, wiring, water leaks, defective roofs or settlement which may exist. The appraiser does not warranty the property and the client should satisfy himself that the condition of the property is acceptable.
11. The Subject Property will be under management that is competent and ownership that is responsible.
12. It is assumed that the utilization of the land and improvements is within the legal boundaries or property lines and that there is no encroachment or trespass unless noted in the report.
13. Subsurface rights (minerals, oil, etc.) are not classified or considered in performing this appraisal.
14. Unless environmental studies are made available by a registered professional environmental engineer, at the client's expense, it is assumed the site or structure has not been damaged by hazardous materials or toxic substances. The appraiser is not trained to detect or analyze the remedy for such conditions. Contamination is considered a liability to the property and the property owner. The reported value is based upon the assumption that these materials or substances do not exist in or on the Subject Property.
15. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. I am not a Professional Architect and I have not been provided with a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since I have no direct evidence relating to this issue, I did not consider possible noncompliance with the requirements of ADA in estimating the value of the Subject Property.

16. Where the value of the various components of the property are shown separately, the value of each is segregated only as an aid to better estimating the value of the whole; the independent value of the various components may, or may not, be the market value of the component.
17. It is assumed that the Project will be constructed as shown on the Project Plans dated December 26, 2018.
18. It is a hypothetical condition of this appraisal to disregard any increase or decrease in the before market value of the Property that has been caused by the Project. The use of the hypothetical condition might have affected the assignment results.
19. It is also a hypothetical condition of this appraisal that the Project has been constructed as designed. The use of the hypothetical condition might have affected the assignment results.

**PROPERTY OWNER
ADVICE OF RIGHTS FORM**

In accordance with Idaho Code 7-711A, 7-711, and 54-4105(5)

(1) The State of Idaho, Idaho Transportation Department, by and through the Idaho Transportation Board, (State) has the power under the constitution and the laws of the state of Idaho and the United States to take private property for public use. This power is generally referred to as the power of "eminent domain" or condemnation. The power can only be exercised when:

- a) The property is needed for a public use authorized by Idaho law;
- b) The taking of the property is necessary to such use;
- c) The taking must be located in the manner which will be most compatible with the greatest public good and the least private injury.

(2) The State must negotiate with the property owner in good faith to purchase the property sought to be taken and/or to settle with the owner for any other damages which might result to the remainder of the owner's property.

(3) The owner of private property to be acquired by the State is entitled to be paid for any diminution in the value of the owner's remaining property which is caused by the taking and the use of the property taken proposed by the condemning authority. This compensation, called "severance damages," is generally measured by comparing the value of the property before the taking and the value of the property after the taking. Damages are assessed according to Idaho Code.

(4) The value of the property to be taken is to be determined based upon the highest and best use of the property.

(5) If the negotiations to purchase the property and settle damages are unsuccessful, the property owner is entitled to assessment of damages from a court, jury or referee as provided by Idaho law.

(6) The owner has the right to consult with an appraiser of the owner's choosing at any time during the acquisition process at the owner's cost and expense.

(7) The State shall deliver to the owner, upon request, a copy of all appraisal reports concerning the owner's property prepared by the State. Once a complaint for condemnation is filed, the Idaho rules of civil procedure control the disclosure of appraisals.

(8) In some cases authorized by Idaho Code a value estimate can be substituted for an appraisal. A value estimate is an accepted and legally approved method to value property when the compensation for the requirement is \$10,000 or less. All value estimates are reviewed and approved by an Idaho certified general real estate appraiser. A value estimate must be provided to an owner. If an owner does not accept a value estimate, he is entitled to an appraisal by an agent of the Idaho Transportation Department. Requests for an appraisal in lieu of a value estimate should be submitted to the Idaho Transportation Department within 35 days of receipt of this notice and sent to: Idaho Transportation Department, Right of Way Section, Attn: Appraisal Coordinator, P.O. Box 7129, Boise, Idaho 83707.

(9) The owner has the right to consult with an attorney at any time during the acquisition process. In cases in which the State condemns property and the owner is able to establish that just compensation exceeds the last amount timely offered by the State by ten percent (10%) or more, the condemning authority may be required to pay the owner's reasonable costs and attorney's fees. The court will make the determination whether costs and fees will be awarded.

(10) The form contemplated by this section shall be deemed delivered by United States certified mail, postage prepaid, addressed to the person or persons shown in the official records of the county assessor as the owner of the property. A second copy will be attached to the appraisal at the time it is delivered to the owner.

(11) If the State desires to acquire property pursuant to this chapter, the State or any of its agents or employees shall not give the owner any timing deadline as to when the owner must respond to the initial offer which is less than thirty (30) days. A violation of the provisions of this subsection shall render any action pursuant to this chapter null and void.

(12) Nothing in this section changes the assessment of damages set forth in section 7-711, Idaho Code.

(13) If a business has been in existence for five years or more and is owned by a party whose lands are being condemned and the business is located on those lands or upon adjoining lands owned or held by the same party, then the owner of the business may be entitled to damages to the business. (A tenant, business owner does not qualify.) A business owner has the right to consult with an attorney.

The business owner has the burden of making a claim by sending it certified mail return receipt requested to the Idaho Transportation Department, Legal Section, P.O. Box 7129, Boise, Idaho 83703 no later than 90 days after service of the summons and complaint for condemnation on the property owner. The business damages claim must be clearly segregated from a claim for property damages and cannot duplicate damages paid for land or for severance damages. The business owner, a CPA, or a business damage expert, must prepare the claim. The claim must include an explanation of the nature, extent and monetary amount of damages and be supported by copies of federal and state income tax returns, state sales tax returns, balance sheets, profit and loss statements and any other records relied upon for five preceding years.

No business damages will be awarded if the loss can reasonably be prevented by a relocation of the business or by taking steps that a reasonably prudent person would take. No business damages will be paid for temporary business interruption due to construction.



T-O ENGINEERS

Project No: 160175
Date: November 14, 2018
Page 1 of 1

DRAFT Parcel 12 Right-of-Way Description

A parcel of land being a portion of Lot 3, Block 1, Willow Creek Subdivision, as recorded in Book 14 of Plats at Page 15, Official Records, Canyon County, Idaho. Located in the NE1/4 of the NE1/4 of Section 12, Township 4 North, Range 3 West, Boise Meridian, City of Middleton, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Northeast corner of said Section 12; thence, along the east boundary of said NE1/4,

- A) S.02°22'00"W., 60.04 feet to the south right-of-way of State Highway 44; thence, along said right-of-way,
- B) N.89°39'23"W., 216.06 feet to the **POINT OF BEGINNING**; thence,
 - 1. S.07°14'03"W., 115.18 feet to the beginning of a tangent curve; thence,
 - 2. Southerly along said curve to the right, having a radius of 3024.00 feet, an arc length of 49.90 feet, through a central angle of 0°56'44", of which the long chord bears S.07°42'25"W., 49.90 feet to the south boundary of said Lot 3; thence, along said boundary, non-tangent from said curve,
 - 3. N.86°19'00"W., 12.07 feet to the west boundary of said Lot 3; thence, along said boundary,
 - 4. N.03°40'28"E., 163.41 feet to said south right-of-way; thence, along said right-of-way,
 - 5. S.89°39'23"E., 22.77 feet to the **POINT OF BEGINNING**.

CONTAINING 0.066 acres.

SUBJECT TO: Record documents.



T-O ENGINEERS

Project No: 160175
Date: November 14, 2018
Page 1 of 1

DRAFT Parcel 12 Easement Description

A parcel of land being a portion of Lot 3, Block 1, Willow Creek Subdivision, as recorded in Book 14 of Plats at Page 15, Official Records, Canyon County, Idaho. Located in the NE1/4 of the NE1/4 of Section 12, Township 4 North, Range 3 West, Boise Meridian, City of Middleton, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Northeast corner of said Section 12; thence, along the east boundary of said NE1/4,

A) S.02°22'00"W., 60.04 feet to the south right-of-way of State Highway 44; thence, along said right-of-way,

B) N.89°39'23"W., 216.06 feet to the POINT OF BEGINNING; thence, along said right-of-way,

1. S.89°39'23"E., 10.07 feet; thence,

2. S.05°43'05"W., 150.93 feet to the beginning of a non-tangent curve; thence,

3. Southerly along said curve to the left, having a radius of 45.37 feet, an arc length of 14.75 feet, through a central angle of 18°37'38", of which the long chord bears S.13°05'34"W., 14.69 feet to the south boundary of said Lot 3; thence, along said south line, non-tangent from said curve,

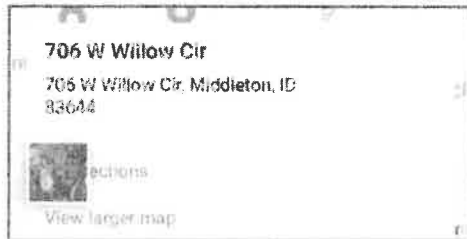
4. N.86°19'00"W., 12.93 feet to the beginning of a non-tangent curve; thence,

5. Northerly along said curve to the left, having a radius of 3024.00 feet, an arc length of 49.90 feet, through a central angle of 0°56'44", of which the long chord bears N.07°42'25"E., 49.90 feet to said south right-of-way; thence, along said right-of-way, tangent from said curve,

6. N.07°14'03"E., 115.18 feet to the POINT OF BEGINNING.

CONTAINING 0.046 acres

SUBJECT TO: Record documents.

706 W Willow Cir - Middleton, ID 83644**General Information**

Parcel #: R1874000000
 Subdivision: Willow Creek MI
 Owner 1: Akala, Jay A
 Owner 2:
 Site Address: 706 W Willow Cir
 Middleton, ID 83644
 Legal: 12-4N-3W NE WILLOW CREEK SUB-M1 LOT 2 BCK 1
 Acres: 0.2000
 Bed/Bath: 3/1.00
 Zoning: R-3
 Single-Family Residential
 School Dist: 765 Middleton School Dist
 Land Use: 4th Res Imp On 20
 Twn-Rng-Sec: 04N-03W-12
 Watershed Code: 1705011404
 Mason Creek-Boise River

Assessment	Value
Improvement	\$109,300.00
Land	\$30,500.00
Total	\$139,800.00

Assessment Year 2019

Tax Year	Tax Total
2018	\$1,097.96
2017	\$1,006.92
2016	\$896.26

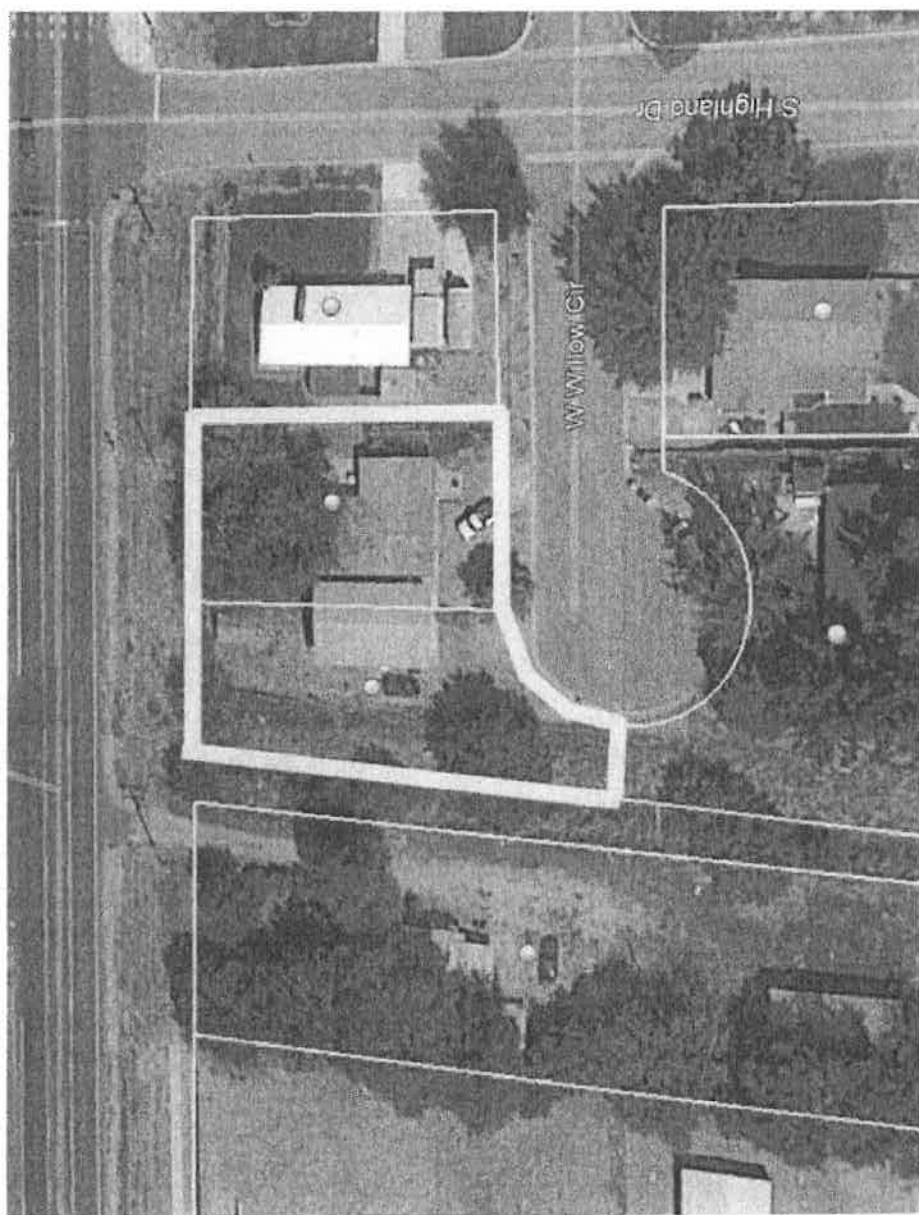
706 W Willow Cir - Middleton, ID 83644**General Information**

Parcel #: R1874100000
 Subdivision: Willow Creek MI
 Owner 1: Alcalá, Jay A
 Owner 2:
 Site Address: 706 W Willow Cir
 Middleton, ID 83644
 Legal: 12-4N-3W NE WILLOW CREEK SUB-MI LOT 3 BLK 1
 Acres: 0.2000
 Bed/Bath: 0/0.00
 Zoning: R-3
 Single-Family Residential
 School Dist: 765 Middleton School Dist
 Land Use: 4th Res Imp On 20
 Twn-Rng-Sect: 04N-03W-12
 Watershed Code: 1705011401
 Mason Creek-Polse River

Assessment	Value
Improvement	\$27,900.00
Land	\$5,200.00
Total	\$33,100.00

Assessment Year 2019

Tax Year	Tax Total
2018	\$205.22
2017	\$209.96
2016	\$216.02



T.4N., R.3W., S.4M.
SE 1/4 SEC. 1

Co. No. 11
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S. 07-30-06
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100. 09-07

T.4N., R.3W., S.4M.

NE 1/4 SEC. 12

WILLOW CREEK SUBDIVISION

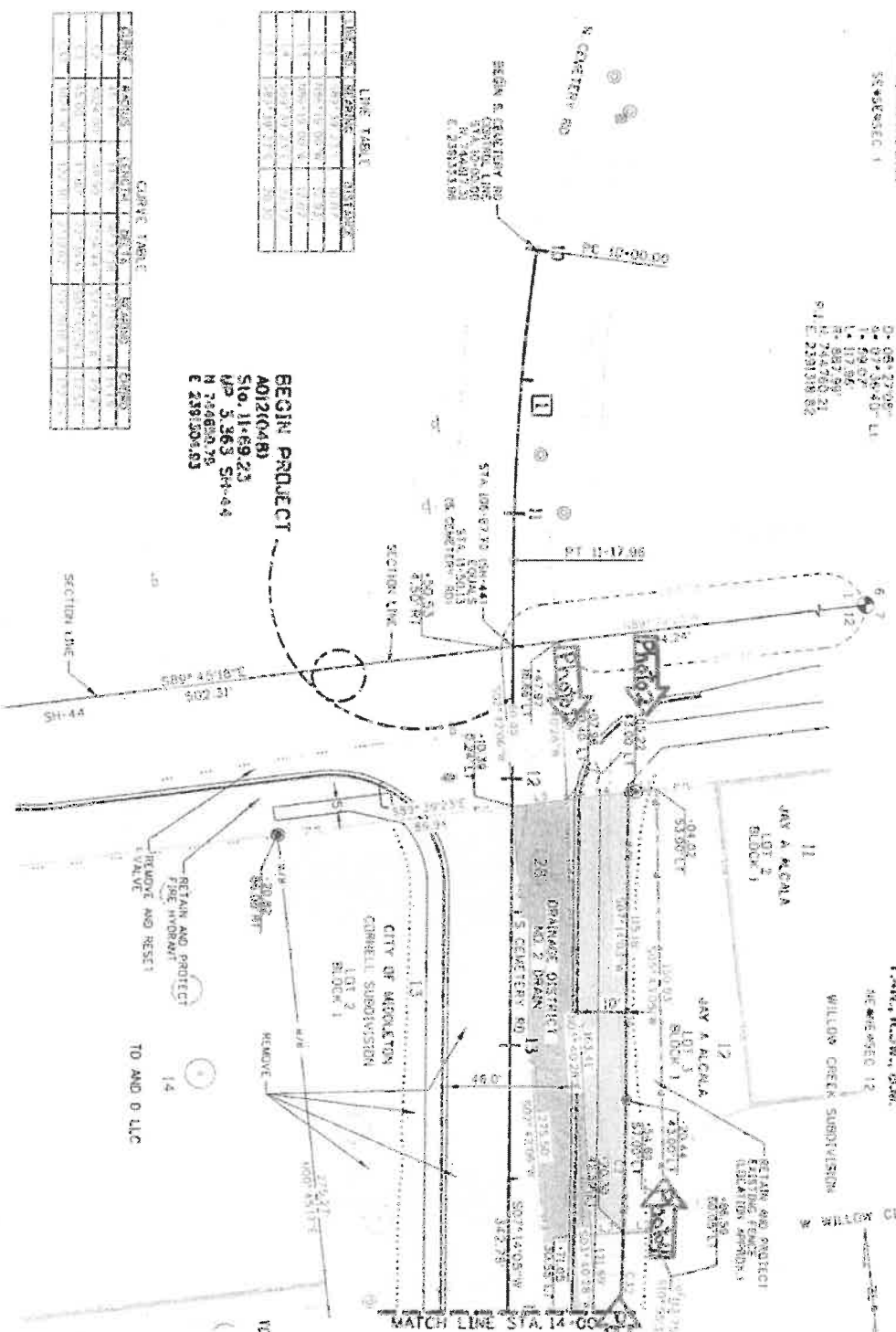
JAY A. ALONA
LOT 2
BLOCK 1

JAY A. ALONA
LOT 3
BLOCK 1

RETAIN AND PROTECT
EXISTING FENCE
(RELOCATION PERIOD)

CONSTRUCTION T
MARKS
LOT 4
BLOCK 1

MATCH LINE STA. 14+00.00



LINE TABLE

STATION	CHORD BEARING	CHORD DIST.	CURVE DATA
10+00.00	N 89° 45' 18" E	100.00	
10+50.00	N 89° 45' 18" E	100.00	
11+00.00	N 89° 45' 18" E	100.00	
11+50.00	N 89° 45' 18" E	100.00	
12+00.00	N 89° 45' 18" E	100.00	
12+50.00	N 89° 45' 18" E	100.00	
13+00.00	N 89° 45' 18" E	100.00	
13+50.00	N 89° 45' 18" E	100.00	
14+00.00	N 89° 45' 18" E	100.00	

CURVE TABLE

STATION	CHORD BEARING	CHORD DIST.	CURVE DATA
10+00.00	N 89° 45' 18" E	100.00	
10+50.00	N 89° 45' 18" E	100.00	
11+00.00	N 89° 45' 18" E	100.00	
11+50.00	N 89° 45' 18" E	100.00	
12+00.00	N 89° 45' 18" E	100.00	
12+50.00	N 89° 45' 18" E	100.00	
13+00.00	N 89° 45' 18" E	100.00	
13+50.00	N 89° 45' 18" E	100.00	
14+00.00	N 89° 45' 18" E	100.00	

BEGIN PROJECT
A01200481
Sta. 11+69.23
UP 3.363 SM-44
N 75° 00' 00" E
E 239.005.03

OFFICIAL
DEC 28 2010
R/W PLANS

NOTES:
1. SEE ADJACENT PLANS, SHEETS
FOR ALIGNED AND DULC DATA

PROJECT NO. A01200481		PROJECT NAME: S CEMETERY RD: SH 44 TO WILLOW CR. MIDOLETON STA. 10+00.00 TO STA. 14+00.00	
DESIGNED BY: J. R. BROWN		CHECKED BY: J. R. BROWN	
DRAWN BY: J. R. BROWN		DATE: 12/28/10	
SCALE: 1" = 40'		SHEET: 4 OF 4	
PROJECT NO. A01200481		PROJECT NAME: S CEMETERY RD: SH 44 TO WILLOW CR. MIDOLETON STA. 10+00.00 TO STA. 14+00.00	
DESIGNED BY: J. R. BROWN		CHECKED BY: J. R. BROWN	
DRAWN BY: J. R. BROWN		DATE: 12/28/10	
SCALE: 1" = 40'		SHEET: 4 OF 4	



Photo No. 2 - RCW - 9/19/19

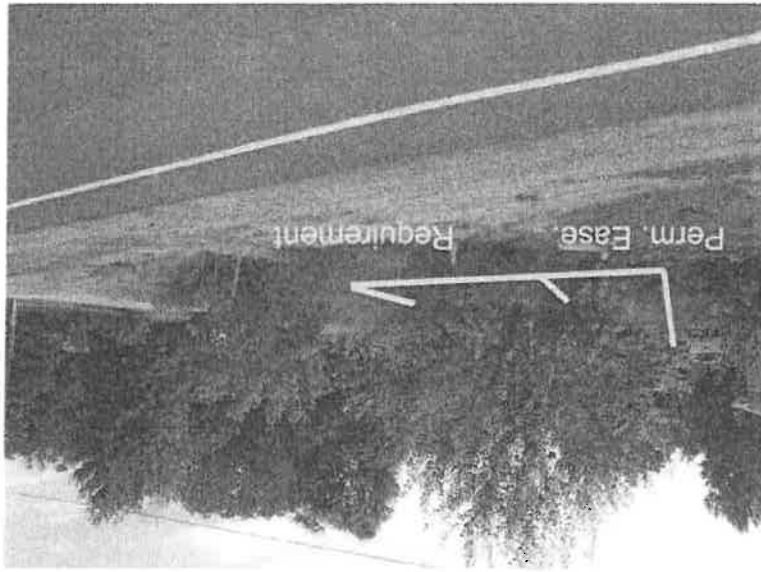


Photo No. 1 - RCW - 9/19/19

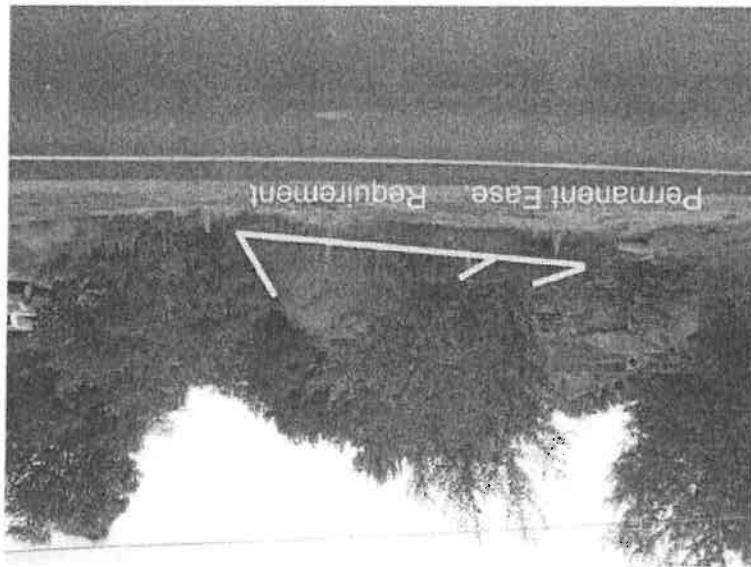


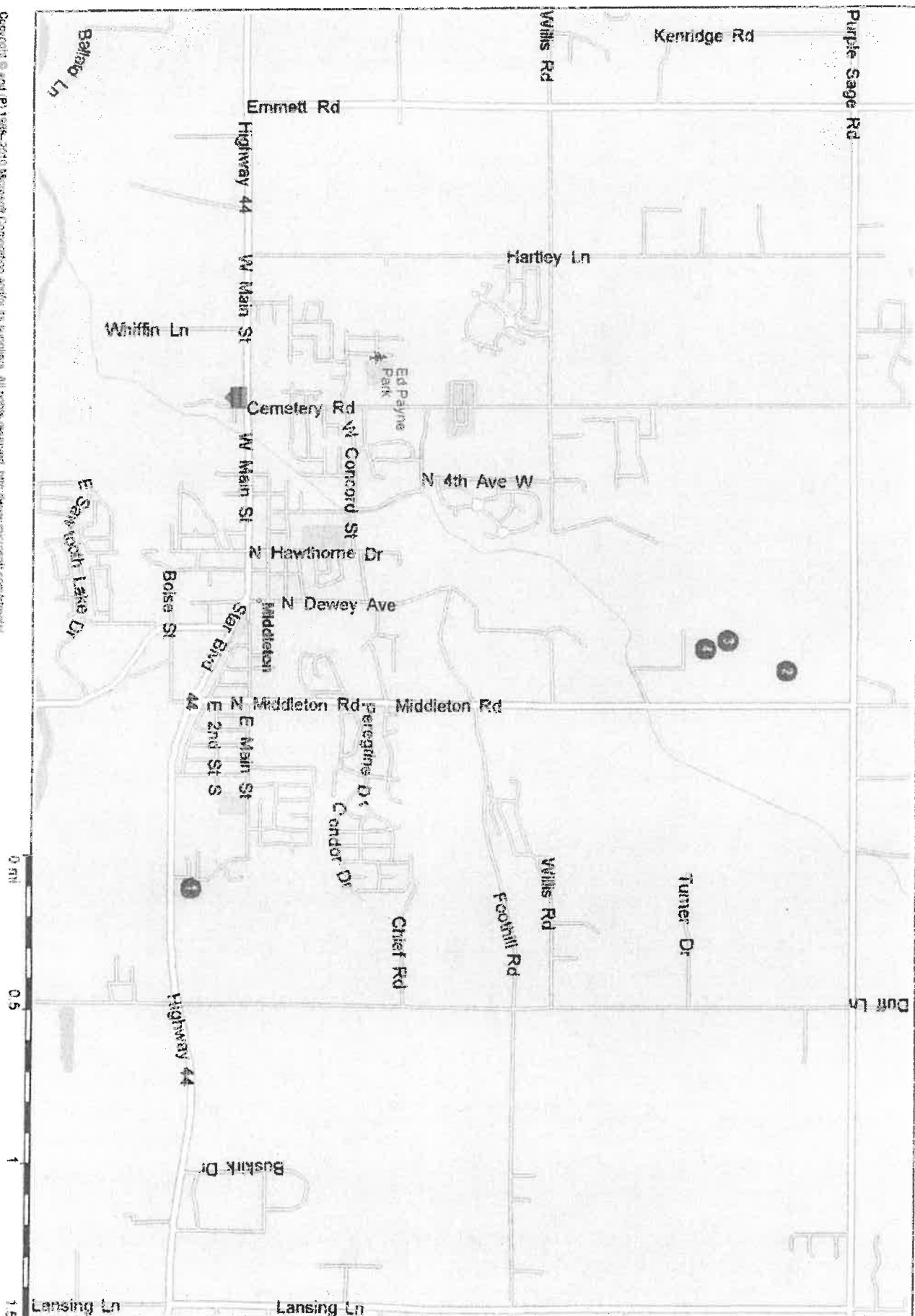


Photo No. 4 - RCW - 9/19/19



Photo No. 3 - RCW - 9/19/19

C-1966 Land Sales

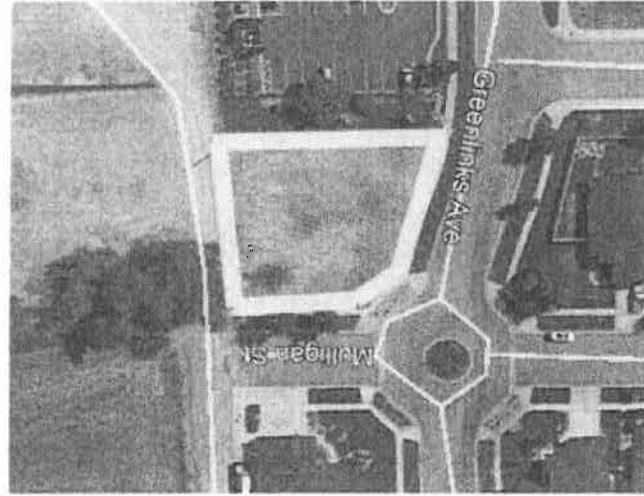


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Comparable L-1:

Location:	196 Greenlinks Avenue
Assessor's Parcel No.:	R3391610300
Date of Sale:	July 2019
Deed Number:	2019-034732
Seller:	Bridgewater
Buyer:	Milhm
Sale Price:	\$80,000
Terms:	Cash
Site Size:	0.29± Acres
Verified With:	Listing Agent

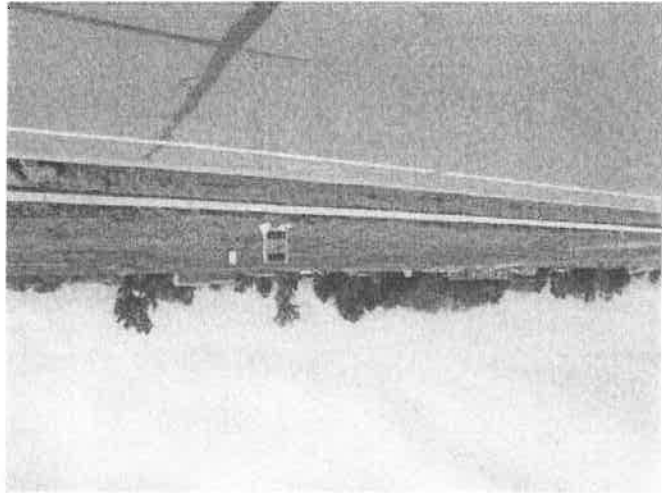
This generally rectangular shaped lot is located on the southeast corner of Greenlinks Avenue and Mulligan Street. The lot is generally level and at road grade. The street frontage is improved with concrete curb, gutter and detached sidewalk. All public utilities are available. The site is zoned City of Middleton Residential District.



Comparable L-2:

Location:	2062 Nordic Avenue
Assessor's Parcel No.:	R3756310800
Date of Sale:	September 2019
Deed Number:	2019-042413
Seller:	KCRJ, LLC
Buyer:	Heinz Built Homes, LLC
Sale Price:	\$79,000
Terms:	Cash
Site Size:	0.344 Acres
Verified With:	Buyer

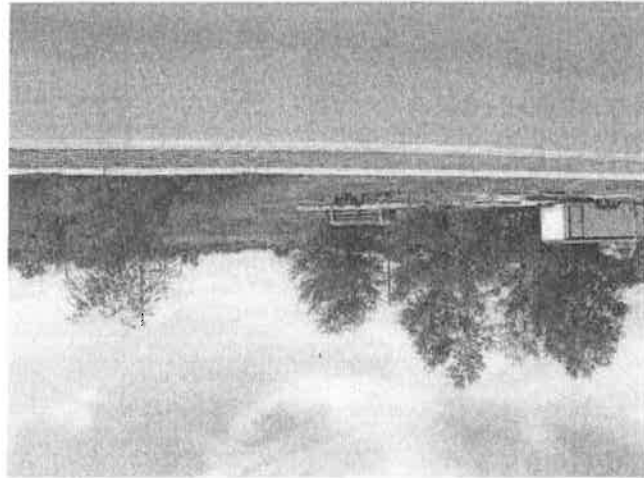
This rectangular shaped lot is located on the east side of Nordic Avenue, north of Meadow Park Boulevard. The lot is generally level and at road grade. The street frontage is improved with concrete curb, gutter and detached sidewalk. All public utilities are available. The site is zoned City of Middleton Residential District.



Comparable L-3:

Location:	1962 Scotch Pine Drive
Assessor's Parcel No.:	R3757661400
Date of Sale:	September 2019
Deed Number:	2019-041747
Seller:	Madison River Trust
Buyer:	Lobkov
Sale Price:	\$80,000
Terms:	Cash
Site Size:	0.36± Acres
Verified With:	Listing Agent

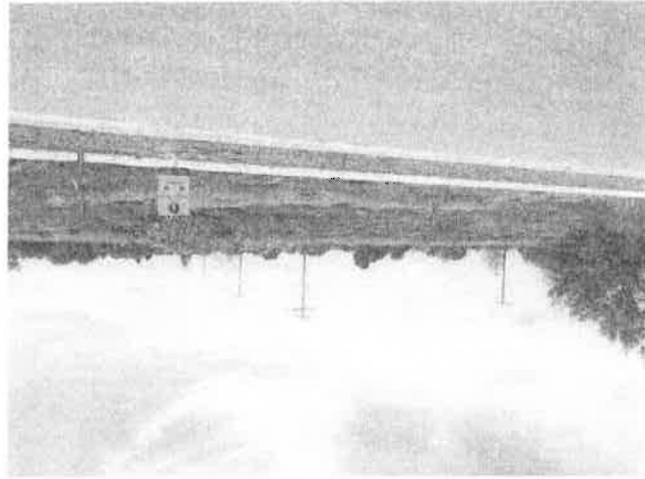
This generally rectangular shaped lot is located on the east side of Scotch Pine Drive, south of Meadow Park Boulevard. The lot is generally level and at road grade. The street frontage is improved with concrete curb, gutter and detached sidewalk. All public utilities are available. The site is zoned City of Middleton Residential District.



Comparable L-4:

Location:	1980 Scotch Pine Drive
Assessor's Parcel No.:	R3757661300
Date of Sale:	August 2019
Deed Number:	2019-039193
Seller:	Madison River Trust
Buyer:	Westall
Sale Price:	\$85,000
Terms:	Cash
Site Size:	0.38± Acres
Verified With:	Listing Agent

This generally rectangular shaped lot is located on the east side of Scotch Pine Drive, south of Meadow Park Boulevard. The lot is generally level and at road grade. The street frontage is improved with concrete curb, gutter and detached sidewalk. All public utilities are available. The site is zoned City of Middleton Residential District.



Pioneer Title Company of Canyon County ("Pioneer Title") has made an examination of its lot books and property records relative to the following real property:

Lot 3, Block 1, Willow Creek Subdivision, Middleton, according to the plat thereof, filed in Book 14 of Plats at page(s) 15, records of Canyon County, Idaho.

The last recorded instrument purporting to transfer title to the foregoing real property is a Deed

None

As of 8th day of August, 2019 there are no payable General Real Estate Taxes, Mortgages or Deeds of Trust which purport to affect the foregoing real property other than the following:

General taxes for the year 2018, which are liens, in the original sum of \$205.22, are now delinquent, plus penalty and interest.

Parcel No.: 18741000 0

NOTE: The above taxes reflect a Home Owners Exemption. Any new buyer must re-apply to the Canyon County Assessor's office for said exemption.

General taxes for the year 2019, which are liens and are not yet due and payable.

Parcel No.: 18741000 0

NOTE: This account number may or may not contain a letter at the beginning of the number stream and the exhibits to this commitment may or may not contain these letters. Notwithstanding, the account number properly and uniquely describes the taxes for this insured parcel.

Sewer charges and special assessments, if any, for the City of Middleton.

No search made.

Levies and assessments of the following district and the rights, powers and easements thereof as provided by law:

District: Middleton Mill Ditch Company/Middleton Irrigation Association Inc.

No search made.

Levies and assessments of the following district and the rights, powers and easements thereof as provided by law:

District: Canyon Hill Irrigation District

Fax: (208) 442-5574

No search made.

Levies and assessments of Drainage District No. 2, and the rights and powers of said District as by law provided; said assessments are collected with the general taxes.

Lender Lot Book Report

File No.: 693895

Liens and assessments of Flood Control District No. 10, and the rights and powers of said District as by law provided, said assessments are collected with the general taxes.

Levies and assessments of the following district and the rights, powers and easements thereof as provided by law.
District: Middleton Mill Ditch Company
Delinquency notice for the year in the amount of \$ and any other amount due under Assessment No. 40.88
Recorded: April 21, 2017
Instrument No.: INSTRUMENT ONLY

Levies and assessments of the following district and the rights, powers and easements thereof as provided by law.
District: Middleton Mill Ditch Company
Delinquency notice for the year in the amount of \$ and any other amount due under Assessment No. 40.88
Recorded: November 16, 2017
Instrument No.: INSTRUMENT ONLY

Levies and assessments of the following district and the rights, powers and easements thereof as provided by law.
District: Middle Mill Ditch Company
Delinquency notice for the year in the amount of \$ and any other amount due under Assessment No. 58.80
Recorded: December 6, 2018
Instrument No.: INSTRUMENT ONLY

Reservations in U.S. Patent dated December 12, 1889.
Recorded: March 15, 1890
Book/Page: 1/121

As Follows: "Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and also subject to the rights of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law...and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States."

Reservations in U.S. Patent dated September 10, 1886
Recorded: March 11, 1887

Book/Page: 1/403
 As Follows: "Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and also subject to the rights of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law...and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States."

An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein
 For Ditch Easement
 In Favor of: State of Idaho
 Recorded: August 26, 1952
 Instrument No.: 391682

Covenants, conditions, restrictions and easements as set forth on the plat
 Name of Plat: Willow Creek Subdivision, Middleton
 Book/Page: 14/15

Covenants, Conditions, Restrictions and Easements
 Recorded: May 28, 1975
 Instrument No.: INSTRUMENT ONLY

Deleting or omitting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

A Deed of Trust to secure an indebtedness of \$85,256.00, and any other amounts as therein provided, payable under the terms, conditions, provisions and stipulations thereof.
 Dated: September 19, 2014

Grantor: Jay A. Alcalá, an unmarried man
 Trustee: Pioneer Title Company of Canyon County
 Beneficiary: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns
 Lender: Academy Mortgage Corporation
 Recorded: September 26, 2014
 Instrument No.: INSTRUMENT ONLY
 MIN Number: 100060800024301325

A Deed of Trust to secure an indebtedness of \$3,010.00, and any other amounts as therein provided, payable under the terms, conditions, provisions and stipulations thereof.
 Dated: September 19, 2014
 Grantor: Idaho Housing and Finance Association
 Trustee: Pioneer Title Company of Canyon County
 Beneficiary: Jay A. Alcalá, an unmarried man

Lender Lot Book Report

File No.: 693895

Recorded: September 26, 2014

Instrument No.: INSTRUMENT ONLY

THE PROPERTY ADDRESS BEING ASSESSED IS 706 West Willow Circle, Middleton, ID 83644

This report is based on a search of our tract indexes of the county records. This is not a title or ownership report and no examination of the title to the property described has been made. For this reason, no liability beyond the amount paid for this report is assumed hereunder, and Pioneer Title is not responsible beyond the amount paid for any errors and omissions contained herein.

No examination has been made from Pioneer Title's records maintained and indexed by name for judgments and/or tax liens nor has an examination been made regarding matters affecting the beneficial interest of any mortgage or deed of trust shown in this Lender's Lot Book Report ("Report") or other matters which may affect any such mortgage or deed of trust. No report is made regarding any liens, claims of lien, defects or encumbrances other than those specifically set forth in this report and, if information was requested by reference to a street address, no guarantee is made that the foregoing real property is the same as the address provided to Pioneer Title. No examination has been made with respect to the identity of the party named in the last recorded instrument purporting to transfer title to the foregoing real property, or with respect to the validity, legal affect or priority of any matter reflected in this report.

If you wish additional assurances, please contact Pioneer Title for further information as to the availability and cost of additional protection.

Yours truly,

Pioneer Title Company of Canyon County

by: 

Jeff Bergland

ROBERT C. WILLIAMS, MAI
RC WILLIAMS & ASSOCIATES

APPRAISER'S QUALIFICATIONS/CURRICULUM VITAE

PROFESSIONAL BACKGROUND:

February, 1992 to Present

RC Williams & Associates - Robert C. Williams Appraisals, Inc., Boise, Idaho
Commercial Property Appraisal, Right-of-Way and Condemnation, Consulting

January, 1991 to February, 1992

L.D. Knapp & Associates, Boise, Idaho
Commercial Property Appraisal, Feasibility Analysis, Consulting, Right-of-Way/ Condemnation

April, 1988 to January, 1991

Idaho Land and Appraisal Service, Boise, Idaho
Commercial Property Appraisal, Consulting, Right-of-Way/Condemnation

April, 1984 to April, 1988

Intermountain Appraisal Service, Boise, Idaho
Commercial Property Appraisal, Consulting

September, 1981 to April, 1984

Ada County Assessor's Office, Boise, Idaho
Appraisals for Ad Valorem Assessment, Administrative Functions

PROFESSIONAL EXPERIENCE:

Over 35 years experience appraising a wide variety of commercial properties, which includes: retail, office, industrial, investment and land assignments. Extensive work experience in Ada County and includes in-depth knowledge of the Downtown Boise land market. Specialized experience and acquired knowledge in right of way appraisal work including eminent domain assignments involving condemnation. Clients include: Ada County Highway District, Idaho Transportation Department, Cities of Boise, Meridian, Nampa, Caldwell, various other public agencies, many National, Regional and Community Banks, Attorneys and Certified Public Accountants. References provided upon request.

PROFESSIONAL ORGANIZATIONS:

MAI (Appraisal Institute) – (Chapter President – 1996; Board Member – 2015 & 2016)

Idaho Certified General Appraiser No. 6

International Right-of-Way Association (Chapter President – 2016/2017 & 1993)

Boise Regional Realtors – Intermountain Multiple Listing Service

CcStar – Real Estate Information Services

EDUCATION:

Boise State University, 1980; Bachelor of Business Administration, Real Estate & Economics

APPRAISAL EDUCATION:

The Appraisal Institute:

- MAI Professional Designation, 1989
- Comprehensive Examination, 1988
- Demonstration Appraisal Report, 1987
- Course 2-2, Valuation Analysis and Report Writing, 1986
- Course 2-1, Case Studies in Real Estate Valuation, 1986
- Course 1B-B, Capitalization Theory & Techniques, Part B, 1985
- Course 1B-A, Capitalization Theory & Techniques, Part A, 1985
- Exam 1A-2, Basic Valuation Procedures, 1984
- Exam 1A-1, Real Estate Appraisal Principles, 1984
- Course 2-3, Standards of Professional Practice, 1984

The International Association of Assessing Officers:

- Course 3, Development and Writing of Narrative Appraisal Reports, 1983
- Course 2, Income Approach to Valuation, 1982
- Course 1, Basic Appraisal Seminar, 1982

Boise State University:

- Course E-202, Technical Writing, 1984
- Course RE-497, Property Management, 1980
- Course RE-450, Brokerage Management, 1980
- Course RE-360, Real Estate Finance, 1980
- Course RE-331, Real Estate Appraisal, 1979
- Course EC-321, Regional Economics, 1979
- Course RE-220, Real Estate Law, 1979
- Course RE-201, Fundamentals of Real Estate, 1977

Seminars/Continued Education:

- Business Practices and Ethics, 2017
- Uniform Appraisal Standards for Federal Land Acquisitions, 2017
- Eminent Domain and Condemnation, 2017
- Water Rights Course for Idaho Appraisers, 2016

Problems in the Valuation of Partial Acquisitions, 2015
Integrating Appraisal Standards, 2015
Skills of Expert Testimony, 2013
Environmental Issues for Appraisers, 2012
Appraisal Curriculum Overview, 2010
Scope of Work, August, 2006
Analyzing Distressed Real Estate, August, 2005
Internet Search Strategies for Appraisers, January, 2003
Investment Real Estate Workshop, October, 2002
Eminent Domain/Idaho Issues, March, 2001
Attacking & Defending an Appraisal in Litigation, September, 2000
Special Purpose Properties, September, 1999
Local Retail Properties, September, 1999
Data Confirmation and Verification Methods, September, 1996
The Appraiser as Expert Witness, April, 1995
Advanced Real Estate Law in Idaho, April, 1995
Understanding limited Appraisals & Appraisal Reporting Options, October, 1994
30 Specialized Appraisal Issues, March, 1994
Understanding Environmental Contamination in Real Estate, March, 1993
Appraisal Review, August, 1992
Overview of Final FIRREA Rules and Regulations, September, 1990
Easement Valuation, August, 1990
Market Feasibility, June, 1987

COURT TESTIMONY:

Qualified as an Expert Witness in United States District and Bankruptcy Courts for the District of Idaho
Qualified as an Expert Witness in Idaho Fourth Judicial District Court

CONTINUING EDUCATION FOR DESIGNATED MEMBERS:

As of the date of this report, I, Robert C. Williams, have completed the requirements under the continuing education program of the Appraisal Institute and the State of Idaho.

**MARKET VALUE APPRAISAL
DAVIS PROPERTY (PARCEL NO. 26)
385 SOUTH HIGHLAND DRIVE
MIDDLETON, CANYON COUNTY, IDAHO**

FOR

**MAYOR DARIN TAYLOR
CITY OF MIDDLETON
1103 WEST MAIN STREET
P.O. BOX 487
MIDDLETON ID 83644**

BY

**ROBERT C. WILLIAMS, MAI
RC WILLIAMS & ASSOCIATES
1843 S. BROADWAY AVE, STE. 104
BOISE, IDAHO 83706**

C-1967

RC WILLIAMS & ASSOCIATES
REAL ESTATE APPRAISING AND CONSULTING

1843 S. Broadway Ave, Ste. 104
Boise, ID 83706

www.appraisaloffices.com
rcw@appraisaloffices.com

(208) 375-0106
No Fax No.

September 27, 2019

Mayor Darin Taylor
City of Middleton
1103 West Main Street
P.O. Box 487
Middleton, ID 83644

RE: Market Value Appraisal Report (ITD-2288)
Dustin H. and Leia K. Davis Property
385 South Highland Drive
Middleton, Canyon County, Idaho

PROJECT NO:	A012(048)
KEY NO.:	12048
PARCEL NO.:	26
PLANS SHEET NO.:	5-7 of 8
PLANS SHEET DATE:	December 26, 2018
PARCEL I.D. NO.:	R1803800000
PROPERTY OWNER'S NAME:	Dustin H. and Leia K. Davis
PROPERTY ADDRESS:	385 S. Highland Dr., Middleton, ID 83644
OWNER'S ADDRESS:	385 S. Highland Dr., Middleton, ID 83644
R/W REQUIREMENT:	54,280 Sq. Ft.
PERMANENT EASEMENT:	8,150 Sq. Ft.
TEMPORARY EASEMENT:	6,050 Sq. Ft.

In accordance with our agreement, I transmit my appraisal report on the above referenced parcel. This report represents my opinion of the present market value of the rights being acquired, subject to any extraordinary assumptions, limiting conditions, or legal instructions as attached.

By reason of investigation, study and analysis, my opinion of market value of the requirement as of September 19, 2019 is \$58,960.00.

Respectfully submitted,
Robert C. Williams Appraisals, Inc.



Robert C. Williams, MAI
Certified Appraiser CGA-6



Appraisal Report

ITD 2298 (Rev 11-13)

Key Number	Project Number	Parcel Number	Parcel ID Number
12048	A012(048)	26	R1803800000

Property Owner's Name Dustin H. and Leia K. Davis
Address 385 South Highland Drive
City, State, Zip Middleton, ID 83644

Client's Name and Intended User's Name (Use of This Report by Others is Not Intended by the Appraiser)

(The Property Owner Will Receive a Copy)

The client is the City of Middleton. The intended users are the City of Middleton's employees and contract agents.

Purpose and Intended Use of Appraiser's Opinions and Conclusions (As Identified by the appraiser, based on communication with the client at the time of the assignment)

The purpose of this appraisal is to estimate the market value for the right-of-way requirement and/or easements. It will be utilized by the City of Middleton to purchase the right-of-way in conjunction with the South Cemetery Road, SH 44 to Willow Creek Improvements Project. No other uses or users of the report are intended by the appraiser.

Real Property Interest Being Appraised

Fee Simple Title and Easements.

RAW Plans Date	RAW Plan Sheet Number
December 26, 2018	5-7 of 8

Purpose of Requirement	Requirement
<input type="checkbox"/> Quarry or Gravel Site	Total Ownership <u>5.07 per assessor</u> <input checked="" type="checkbox"/> Ac <input type="checkbox"/> Sq Ft
<input type="checkbox"/> Maintenance Site	Area Required (Fee) <u>54,280</u> <input type="checkbox"/> Ac <input checked="" type="checkbox"/> Sq Ft
<input type="checkbox"/> Surplus Property	Permanent Easement Required <u>8,150</u> <input type="checkbox"/> Ac <input checked="" type="checkbox"/> Sq Ft
<input checked="" type="checkbox"/> Highway Right-of-Way	Temporary Easement Required <u>6,050</u> <input type="checkbox"/> Ac <input checked="" type="checkbox"/> Sq Ft
<input type="checkbox"/> Other (Explain)	Type of Access Control (Before and After) Standard City of Middleton Policy

Subject Property Address or Location	County
385 South Highland Drive, Middleton, Canyon County, Idaho	Canyon

Sale History	<input checked="" type="checkbox"/> Ten Year History of Title	<input type="checkbox"/> Title Precedes 10 years (Give information for the last recorded sale)
<u>Year of Sale</u>	<u>Seller's Name</u>	<u>Buyer's Name</u>
2010	Fitzpatrick	Davis
		\$ NA
		\$
		\$

Key Number	Project Number	Parcel Number	Parcel ID Number
12048	A012(048)	26	R1803800000

Date of Inspection and Invitation

Mayor Darin Taylor offered Leia Davis, who is the property owner, an opportunity to accompany me on my inspection of this property by ☐ personal contact ☒ telephone ☐ letter on 8/30/2019. This invitation was ☐ accepted ☒ declined. The telephone number of the owner or representative contacted is NA.

I personally inspected the subject property on 9/19/2019 and other dates.

Definition of Market Value: The definition from UASFLA (Uniform Appraisal Standards for Federal Land Acquisitions), as follows shall be used: "Market value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of the appraisal, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property at the time of the appraisal."

Description of Subject Property (Identify and provide a summary description of the real property, personal property, or tangible items appraised, such as location, physical features, area, city and neighborhood data, legal use, economic property characteristics, zoning and flood hazard statement, if applicable. Identify any personal property, trade fixtures, or intangible items that are not real property and if they are or are not part of this appraisal.)

The Subject Property is located in the northwest part of Canyon County and is within the Middleton City limits. It is also located along West Main Street (State Highway 44). This is the primary thoroughfare through town. It runs in an east - west direction and connects with the City of Star to the east and an interchange with Interstate 84 to the west. This section of Middleton is improved with various types of uses. There is a mix of both older residential and commercial buildings. The majority of the new development along Main Street is commercial in nature. This is a relatively central part of Middleton and is generally an older well established neighborhood.

The Subject Property is located on the south end of South Highland Drive. South Highland Drive basically dead-ends into the Site. The Subject is irregular in shape (see the plat map in the addenda) and per the Canyon County Assessor contains 5.07 acres. It is generally level and at road grade. The west border of the Site is adjacent to the Drainage District No. 2 ditch. There also appears to be an irrigation ditch which runs along the north Site border. Utilities are available to the Site. A City central water line runs along the east and south borders of this Site. The closest central sewer line is north of the Site in Highland Drive. The Site is encumbered by an easement which provides for access to the property to the south. The Site is improved with a residential dwelling which was reportedly constructed in 2006.

Scope of Work

Identify the problem to be solved (extent of property identification, extent of tangible property inspection)

The appraiser viewed the surrounding neighborhood. The appraiser was not allowed access to the Subject Site and was therefore unable to locate and inspect the requirement in order to identify and examine the physical characteristics of the area to be acquired. Normally the proposed requirement and easements are staked by a surveyor to assist the appraiser in the inspection of the Subject Property. This also was not allowed by the Property owner and did not occur. Since the appraiser was not allowed on the Subject Property to inspect the required right of way and permanent easement, it is uncertain what if any contributory site improvements may be located within these areas. This includes the gate at the south end of South Highland Drive. From aerial images the gate appears to be located on the adjacent Parcel No. 32 (Fitzpatrick) to the east. It is an Extraordinary Assumption of this appraisal that there are no contributory site improvements located within the proposed requirement and easement areas. The current zoning status was confirmed and the utilities availability was checked. The highest and best use of the site was determined in order to select the appropriate comparable sales. It is a hypothetical condition of this appraisal to disregard any increase or decrease in the before market value of the Property that has been caused by the Project. It is also a hypothetical condition of this appraisal that the Project has been constructed as designed.

Identify the type and extent of data research performed

The data collection portion of the appraisal assignment is to identify and confirm recent sales of comparable properties from the Subject neighborhood that are considered to have similar economic and physical features to that of the Subject Property. The

Key Number	Project Number	Parcel Number	Parcel ID Number
12048	A012(048)	26	R1803800000

sources of data included interviews with buyers and sellers, other appraisers, realtors and persons knowledgeable of the Subject Property market place. Idaho is a non-disclosure state. Reasonable efforts are made to verify the accuracy of the sale information and it is expressly assumed that the information has been factually provided by the various reporting parties. In this appraisal, sales will be compared to the Subject using a standard unit of comparison, or the sale price per square foot. An extensive search was conducted in an attempt to collect all relevant land sales in the market area. This market data is considered the most current and pertinent available.

Identify the type and extent of analyses applied to arrive at opinions or conclusions

In developing real estate appraisals, there are three approaches that may be used in the estimation of market value. The utilization of all three is not always required or necessary, depending on the appraisal problem. When estimating land value for partial acquisitions only a vacant land analyses is required to estimate the market value of the Subject Site. This is accomplished by using the Direct Sales Comparison Method, which compares the Subject to other similar, vacant sites, which have sold in the recent past. It provides for a credible result given the intended use, property characteristics and type of value sought. The Income Capitalization Approach and the Improved Sales Comparison Approach are not considered usual valuation approaches, are not typically developed when estimating land value and are not necessary for a credible result. Consideration for any potential severance damages was a part of the scope of this appraisal assignment. The potential contributory value of any site improvements was also determined. To the best of our knowledge and understanding, this appraisal is in accordance with the State's latest Appraisal Guide and the Uniform Standards of Professional Appraisal Practice (USPAP).

Summarize information analyzed, methods and techniques employed, and the reasoning that supports the analyses, opinions, and conclusions. Give reason for exclusion of the sales comparison approach, cost approach, or income approach.

The appraisal process follows a logical series of steps, which allow the appraiser to develop and support a market value estimate for the Subject Property. Typically, there are three approaches used to develop and support an indication of market value. These approaches use three different types of information from the market place when available. They are the Sales Comparison Approach, the Income Capitalization Approach and the Cost Approach. Per the ITD-2288 Form Appraisal Report, only the Direct Sales Comparison Method using recent sales of similar vacant sites is required, or considered necessary to achieve a credible result for a partial acquisition.

Description of Area to be Acquired, Remainder, Access Control Issues and Summary of Appraisal Problem

The requirement consists of an irregular shaped parcel that is located along the north side of the Subject Site (see the Project Plans in the Addenda). Based on the legal descriptions provided to the appraiser by the City of Middleton, the requirement contains 54,280 square feet (1.246 acres), the permanent easement contains 8,150 square feet (0.187 acres) and the temporary construction easement contains 6,050± square feet (this is calculated from the Project Plan sheet No. 6 as it is not shown on the property ownership table). These areas are needed in order to facilitate the construction of the extension of South Cemetery Road and for new curb, gutter and sidewalk. The permanent easement is needed for the new road support slope. The temporary construction easement is needed to tie the existing driveway back into the new road improvements. The requirement and permanent easement run north of the residential dwelling. It is assumed that the balance of the property or remainder is left intact. The current access to the Site is from a driveway heading south from South Highland Drive. The new access is from the extension of South Cemetery Road. A new curb cut is to be installed at the existing location of the remaining driveway. The access to the Property is not impacted by the Project. The access control is considered the same, both before and after the requirement.

Discussion of Improvements ITD does not require valuation of "unaffected improvements", i.e., houses, buildings, etc. not damaged

The Extraordinary Assumption is that there are no known compensable site improvements.

Present analysis of physically possible, legally permissible, financially feasible, and maximally productive both as if "vacant" and as if "improved" for the larger parcel.

The Subject is located within the Single-Family Residential Zoning District (R-3) of Middleton City. The purpose of this district is to accommodate single-family lots. Per an inspection of the Subject Site, the soil bearing characteristics and drainage appear

Key Number	Project Number	Parcel Number	Parcel ID Number
12048	A012(048)	26	R1803800000

adequate to support most types of the aforementioned improvements. All utilities are available in the area. This section of Middleton is designated for continued residential uses. The majority of the surrounding property is residential. Based on recent market activity it is likely that various residential uses are financially feasible. Depending on the size and shape of a parcel determines if it could be improved with one building or subdivided. Considering the Subject's location, land use, configuration and size, a residential use is the highest and best use of the Site as though vacant. Given the nature of the Subject real estate, the conclusion of highest and best use is inferred based primarily on logic and observed evidence.

The existing improvements are consistent with the highest and best use as if vacant. There is no alternative use that would warrant the removal of the existing improvements at this time.

Additional Discussion

None

Comparative Analysis

Sale No.	Sales Price	Sales Price Per <input type="checkbox"/> Ac <input checked="" type="checkbox"/> Sq Ft <input type="checkbox"/> Parcel	Sales Date
1	\$240,000	\$0.91	July 2019

Discussion

This comparable is located on the east side of Hartley Lane, approximately one block north of Main Street (TBD Hartley Lane). The size is larger than the Subject. The comparable's location is considered similar. With respect to physical characteristics, the comparable does not have curb, gutter or sidewalk and is generally similar. The zoning is adequate for a single family dwelling but would require annexation and rezoning for further development. It is considered similar minus.

Indicated Adjusted Unit Value of Subject

Similar minus overall, range of \$0.91 per square foot.

☐ Ac ☒ Sq Ft ☐ Parcel

Sale No.	Sales Price	Sales Price Per <input type="checkbox"/> Ac <input checked="" type="checkbox"/> Sq Ft <input type="checkbox"/> Parcel	Sales Date
2	\$200,000	\$1.00	May 2019

Discussion

This comparable is located on the north side of Brookhaven Place, just west of Eel Lane (8512 Brookhaven Place). The size is similar to the Subject. The comparable's location is considered similar. With respect to physical characteristics, the comparable does not have curb, gutter or sidewalk and is similar. The zoning is adequate for a single family dwelling which is considered the best use of this site and is considered similar.

Indicated Adjusted Unit Value of Subject

Similar overall, range of \$1.00 per square foot.

☐ Ac ☒ Sq Ft ☐ Parcel

Sale No.	Sales Price	Sales Price Per <input type="checkbox"/> Ac <input checked="" type="checkbox"/> Sq Ft <input type="checkbox"/> Parcel	Sales Date
3	\$160,000	\$0.82	February 2019

Discussion

This comparable is located on the east side of Middleton Road, across from Ponderosa Drive (24800 Middleton Road). The comparable is adjusted up for market conditions (time). The size is similar to the Subject. The comparable's location is considered similar. With respect to physical characteristics, the comparable does not have curb, gutter or sidewalk. It is reportedly impacted to a degree by the special floodplain management area. It is inferior. The zoning is adequate for a single family dwelling but would require annexation and rezoning for further development. It is considered similar minus.

Indicated Adjusted Unit Value of Subject

Inferior overall, above \$0.84 per square foot.

☐ Ac ☒ Sq Ft ☐ Parcel

Key Number 12048	Project Number A012(048)	Parcel Number 26	Parcel ID Number R1803800000
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SUMMARY OF INDICATED UNIT VALUES

Comparable	No. 1	No. 2	No. 3	No. 4
Date of Sale	7/2019	5/2019	2/2019	3/2018
Sale Price	\$240,000	\$200,000	\$160,000	\$148,400
Size/Acres	6.08	4.61	4.46	3.52
\$ per Sq. Ft.	\$0.91	\$1.00	\$0.82	\$0.97
Financing Terms	Terms	Cash	Cash	Cash
Conditions of Sale	Typical	Typical	Typical	Typical
Time*	\$0.91	\$1.00	\$0.84	\$1.04
Size	Larger	Similar	Similar	Smaller
Location	Similar	Similar	Similar	Similar
Physical Characteristics	Similar	Similar	Inferior	Similar Plus
Zoning/Entitlements	Similar Minus	Similar	Similar Minus	Similar
Overall Comparability	Similar Minus	Similar	Inferior	Similar Plus

* Current market conditions are considered; a general upward adjustment of 5% per year compounded is applied and concluded to the nearest semiannual period. There is an active real estate market in the Canyon County area. Conversations with market participants and general market information indicate a five percent adjustment for time.

Final Correlation of Value

The four comparables are considered the best indicators available with respect to time, size, location, physical characteristics and zoning. A thorough search of the Subject neighborhood and surrounding area has revealed the aforementioned comparable sales. All comparables are located in areas which would compete directly or indirectly with the Subject Property. The number of land sales which has occurred over the latest period of time is considered good for analysis purposes. Consideration is given for current market conditions. Size is also considered but it does not appear to be a significant variable for this range of residential sites. The market for residential land is currently active. Based on the strengths and weaknesses of the Subject Site in relation to the comparable sales, the appraiser concluded the indicated value at \$1.00 per square foot.

The permanent easement is typically valued at 50% of the fee simple value. This area can still be utilized for items such as building setback purposes, density transfer, potential or calculated landscaping/open area, etc.

For informational purposes the 2019 Subject Site assessed value is \$0.26 per square foot.

Final Conclusion of Subject Unit Value

\$1.00

☐ Ac ☒ Sq Ft ☐ Parcel

Key Number 12048	Project Number A012(048)	Parcel Number 26	Parcel ID Number R1803800000
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Valuation of Requirement or Total Parcel

Subtotal

Total

	54,280	<input type="checkbox"/> Ac <input checked="" type="checkbox"/> Sq Ft <input type="checkbox"/> Parcel @ \$	1.00/Sq. Ft.	= \$	54,280.00	
		<input type="checkbox"/> Ac <input type="checkbox"/> Sq Ft <input type="checkbox"/> Parcel @ \$				\$ 54,280.00
Perm Easement	8,150	<input type="checkbox"/> Ac <input checked="" type="checkbox"/> Sq Ft <input type="checkbox"/> Parcel @ \$	1.00/Sq. Ft. x 50 %	= \$	4,075.00	
Temp Easement	6,050	<input type="checkbox"/> Ac <input checked="" type="checkbox"/> Sq Ft <input type="checkbox"/> Parcel @ \$	1.00/Sq. Ft. x 10 %	= \$	605.00	\$ 4,680.00

Improvements Within Requirement (If Any)

Extraordinary Assumption is no known compensable site improvements.	= \$	
	= \$	
	= \$	
	= \$	
	= \$	
	= \$	\$ 0


Loss in Value to Remainder (Severance/Minor Damages, Access Control Explanation)

Per an aerial depiction of Subject Property with the Project Plans overlaid, the new right of way line appears to be over 70 feet from the north side of the residential dwelling. The building setback in this zoning district is 25 feet. The new concrete curb and travel lane are over 80 feet from the north side of the residential dwelling. This is a significant distance outside of the 25 foot jurisdictional zoning ordinance setback which takes into account the local market, reasonable usage criteria and safety issues. Based on the market in this area, the above stated distances are considered reasonable. The landscaped yard area around the residence also appears to be outside of both the requirement and permanent easement areas. There is no loss in value to the remainder.	\$	0
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Cost to Cure Items (Explain and Support)

NA	\$	0
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Total Fair Market Value \$ 58,960.00

Signature 	Signature
Report Date September 27, 2019	Effective Date of Appraisal September 19, 2019
Comments: The property owner did not comment.	

Key Number 12048	Project Number A012(048)	Parcel Number 26	Parcel ID Number R1803800000
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Other Attachments or References (As Applicable)

☐ In box indicates required in report

☒ In box indicates include if applicable

- ☐ Letter of transmittal
- ☐ Appraiser's certification
- ☐ R/W plans sheet or map
- ☐ Assumptions and limiting conditions
- ☐ Qualifications of appraiser
- ☐ Numbered subject photos (with project lines, location map, and labeled with date and photographer) and interior photos, if affected
- ☐ Assessors valuation (must include category and value per category) and plat map
- ☐ Legal description
- ☐ Zoning information
- ☐ Comparable sales location map and sufficient directions
- ☐ Numbered photos of comparables (location map and labeled with date and photographer)
- ☐ Title report (if supplied)
- ☒ Supporting bids, if applicable
- ☒ Salvage value estimate of affected improvements, if applicable
- ☒ Sign identification, photograph(s), and location, if applicable
- ☒ Floor plan sketch, if applicable
- ☒ Sketch of property showing improvements, if applicable
- ☒ Fixture inventory (ITD 5204), if applicable
- ☒ Identify tenant-owned property and ownership within R/W requirement, if applicable
- ☒ Economic rent information of impacted improvements and rental history, if applicable
- ☒ Property owner advice of rights form
- ☐ Other _____

Insert additional information/displays as necessary after this page

There are no additional information/displays.



Appraiser's Certification


Idaho Transportation Department

ITD 1896 (Rev. 01-12)
itd.idaho.gov

Key Number	Project Number	Parcel Number	Parcel ID Number
12048	A012(048)	26	R1803800000

I certify that to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions; legal instructions are my personal, impartial, unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property appraised that is the subject of this report, and no personal interest or bias with respect to the parties involved.
- My compensation for completing this assignment is not contingent upon the analysis, opinions, or conclusions reached or reported or the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- I have performed no (or the specified) services as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Idaho Transportation Department's Appraisal Guide, the Uniform Appraisal Standards for Federal Land Acquisitions, and the appraisal Foundation's *Uniform Standards for Professional Appraisal Practice*, except to the extent that the *Uniform Appraisal Standards for Federal Land Acquisitions* required invocations of USPAP's Jurisdictional Exception Rule as described in Section D-1 of the *Uniform Appraisal Standards for Federal Land Acquisitions*.
- I have ☒ have not ☐ made a personal inspection of the property appraised that is the subject of this report. The property owner or his/her designated representative was given the opportunity to accompany the appraiser on the property inspection as stated in the appraisal report.
- No one provided significant real property appraisal assistance to the person signing this certification, unless otherwise stated.
- I understand that this report may be used in connection with the acquisition of right-of-way for a project to be constructed by the state of Idaho.
- I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the Idaho Transportation Department and I will not do so until so authorized by said officials, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.
- I have, in making said appraisal, disregarded any decrease or increase in the market value of the real property prior to the date of valuation caused by the subject project for which said property is being acquired, or by the likelihood that the property would be acquired for such a project, other than that due to physical deterioration within the reasonable control of the owner(s).
- Such appraisal has been made in conformity with the appropriate state laws, regulations, policies, and procedures applicable to appraisal of right-of-way for such purposes; and no portion of the value assigned to such property consists of items that are non-compensable under the established law of said state.
- My opinion of the fair market value of the rights being acquired in the property as of September 19, 2019 is
Fifty Eight Thousand Nine Hundred Sixty Dollars (\$58,960.00), based upon my independent appraisal and the exercise of my professional judgment.

Appraiser's Signature 	Appraiser's License No. CGA-6	Date 9/27/19
Appraiser's Signature	Appraiser's License No.	Date


CERTIFICATION OF VALUE

Property Location:

385 South Highland Drive
Middleton, Canyon County, Idaho

I certify that, to the best of my knowledge and belief:

- the statements of fact contained in this report are true and correct.
- the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- I have performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- my engagement in this assignment was not contingent upon developing or reporting predetermined results.
- my compensation is not contingent upon the report of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- my analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, the Code of Professional Ethics, and the Standards of Professional Practice of the Appraisal Institute.
- I have made a personal inspection of the property that is the subject of this report.
- no one provided significant professional assistance to the person signing this report.
- the use of this report is subject to the requirements of the Appraisal Institute and the State of Idaho relating to review by its duly authorized representatives.
- as of the date of this report, I have completed the requirements under the continuing education program of the Appraisal Institute and the State of Idaho.


Robert C. Williams, MAI
Certified Appraiser CGA-6

ASSUMPTIONS AND LIMITING CONDITIONS:

This Appraisal Report is subject to the following assumptions and limiting conditions:

1. The legal description furnished is assumed to be correct. No other legal matters are considered. The property is appraised assuming a clear and merchantable title.
 2. The sketch in this report is included to assist the reader in visualizing the property. The appraisers have not surveyed the property and no liability is assumed in connection with such matters.
 3. Certain information contained in this report was furnished by others. It is believed to be accurate and was confirmed to the best of my ability. The right is reserved to modify the conclusions if an error is discovered.
 4. Robert C. Williams is an active member of the Appraisal Institute. The Bylaws and Regulations of the Appraisal Institute require each member to control the use and distribution of each appraisal report.
 5. None of this appraisal, neither part nor whole, shall be disseminated to the general public by use of advertising media, public relations media, sales media, or other media for public communication, without the prior written consent of the appraiser.
 6. Employment to perform this appraisal does not require court testimony unless satisfactory arrangements are made in advance.
 7. The data and conclusions found in this appraisal are a part of the whole valuation. No part of this appraisal may be used out of context, as it could be misleading.
 8. In order to better estimate the value of the property as a whole, the value of the land and the improvements may be shown separately; however, the value shown for either may or may not be its correct market value.
 9. It is assumed by the appraiser, and the value is contingent upon the improvements meeting all applicable building codes. It is also assumed that all applicable zoning and use regulations are being complied with, unless nonconformity has been stated, defined, and considered in the appraisal report.
-

10. The appraiser assumes there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it less valuable. No study has been made to determine whether structures may have an infestation such as termites or dry rot. The appraiser assumes no responsibility for any other hidden defects or conditions such as substandard insulation, plumbing, wiring, water leaks, defective roofs or settlement which may exist. The appraiser does not warranty the property and the client should satisfy himself that the condition of the property is acceptable.
11. The Subject Property will be under management that is competent and ownership that is responsible.
12. It is assumed that the utilization of the land and improvements is within the legal boundaries or property lines and that there is no encroachment or trespass unless noted in the report.
13. Subsurface rights (minerals, oil, etc.) are not classified or considered in performing this appraisal.
14. Unless environmental studies are made available by a registered professional environmental engineer, at the client's expense, it is assumed the site or structure has not been damaged by hazardous materials or toxic substances. The appraiser is not trained to detect or analyze the remedy for such conditions. Contamination is considered a liability to the property and the property owner. The reported value is based upon the assumption that these materials or substances do not exist in or on the Subject Property.
15. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. I am not a Professional Architect and I have not been provided with a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since I have no direct evidence relating to this issue, I did not consider possible noncompliance with the requirements of ADA in estimating the value of the Subject Property.

16. Where the value of the various components of the property are shown separately, the value of each is segregated only as an aid to better estimating the value of the whole; the independent value of the various components may, or may not, be the market value of the component.
 17. It is assumed that the Project will be constructed as shown on the Project Plans dated December 26, 2018.
 18. It is a hypothetical condition of this appraisal to disregard any increase or decrease in the before market value of the Property that has been caused by the Project. The use of the hypothetical condition might have affected the assignment results.
 19. It is also a hypothetical condition of this appraisal that the Project has been constructed as designed. The use of the hypothetical condition might have affected the assignment results.
 20. It is an Extraordinary Assumption of this appraisal that there are no contributory site improvements located within the proposed requirement and easement areas. The use of the extraordinary assumption might have affected the assignment results.
-

**PROPERTY OWNER
ADVICE OF RIGHTS FORM**

In accordance with Idaho Code 7-711A, 7-711, and 54-4105(5)

(1) The State of Idaho, Idaho Transportation Department, by and through the Idaho Transportation Board, (State) has the power under the constitution and the laws of the state of Idaho and the United States to take private property for public use. This power is generally referred to as the power of "eminent domain" or condemnation. The power can only be exercised when:

- a) The property is needed for a public use authorized by Idaho law;
- b) The taking of the property is necessary to such use;
- c) The taking must be located in the manner which will be most compatible with the greatest public good and the least private injury.

(2) The State must negotiate with the property owner in good faith to purchase the property sought to be taken and/or to settle with the owner for any other damages which might result to the remainder of the owner's property.

(3) The owner of private property to be acquired by the State is entitled to be paid for any diminution in the value of the owner's remaining property which is caused by the taking and the use of the property taken proposed by the condemning authority. This compensation, called "severance damages," is generally measured by comparing the value of the property before the taking and the value of the property after the taking. Damages are assessed according to Idaho Code.

(4) The value of the property to be taken is to be determined based upon the highest and best use of the property.

(5) If the negotiations to purchase the property and settle damages are unsuccessful, the property owner is entitled to assessment of damages from a court, jury or referee as provided by Idaho law.

(6) The owner has the right to consult with an appraiser of the owner's choosing at any time during the acquisition process at the owner's cost and expense.

(7) The State shall deliver to the owner, upon request, a copy of all appraisal reports concerning the owner's property prepared by the State. Once a complaint for condemnation is filed, the Idaho rules of civil procedure control the disclosure of appraisals.

(8) In some cases authorized by Idaho Code a value estimate can be substituted for an appraisal. A value estimate is an accepted and legally approved method to value property when the compensation for the requirement is \$10,000 or less. All value estimates are reviewed and approved by an Idaho certified general real estate appraiser. A value estimate must be provided to an owner. If an owner does not accept a value estimate, he is entitled to an appraisal by an agent of the Idaho Transportation Department. Requests for an appraisal in lieu of a value estimate should be submitted to the Idaho Transportation Department within 35 days of receipt of this notice and sent to: Idaho Transportation Department, Right of Way Section, Attn: Appraisal Coordinator, P.O. Box 7129, Boise, Idaho 83707.

(9) The owner has the right to consult with an attorney at any time during the acquisition process. In cases in which the State condemns property and the owner is able to establish that just compensation exceeds the last amount timely offered by the State by ten percent (10%) or more, the condemning authority may be required to pay the owner's reasonable costs and attorney's fees. The court will make the determination whether costs and fees will be awarded.

(10) The form contemplated by this section shall be deemed delivered by United States certified mail, postage prepaid, addressed to the person or persons shown in the official records of the county assessor as the owner of the property. A second copy will be attached to the appraisal at the time it is delivered to the owner.

(11) If the State desires to acquire property pursuant to this chapter, the State or any of its agents or employees shall not give the owner any timing deadline as to when the owner must respond to the initial offer which is less than thirty (30) days. A violation of the provisions of this subsection shall render any action pursuant to this chapter null and void.

(12) Nothing in this section changes the assessment of damages set forth in section 7-711, Idaho Code.

(13) If a business has been in existence for five years or more and is owned by a party whose lands are being condemned and the business is located on those lands or upon adjoining lands owned or held by the same party, then the owner of the business may be entitled to damages to the business. (A tenant, business owner does not qualify.) A business owner has the right to consult with an attorney.

The business owner has the burden of making a claim by sending it certified mail return receipt requested to the Idaho Transportation Department, Legal Section, P.O. Box 7129, Boise, Idaho 83703 no later than 90 days after service of the summons and complaint for condemnation on the property owner. The business damages claim must be clearly segregated from a claim for property damages and cannot duplicate damages paid for land or for severance damages. The business owner, a CPA, or a business damage expert, must prepare the claim. The claim must include an explanation of the nature, extent and monetary amount of damages and be supported by copies of federal and state income tax returns, state sales tax returns, balance sheets, profit and loss statements and any other records relied upon for five preceding years.

No business damages will be awarded if the loss can reasonably be prevented by a relocation of the business or by taking steps that a reasonably prudent person would take. No business damages will be paid for temporary business interruption due to construction.



T-O ENGINEERS

Project No: 160175
Date: November 14, 2018
Page 1 of 2

DRAFT
Parcel 26
Right-of-Way Description

A parcel of land located in the NE1/4 of the NE1/4 of Section 12, Township 4 North, Range 3 West, Boise Meridian, City of Middleton, Canyon County, Idaho, being a portion of that land described in Quitclaim Deed Instrument No. 2010028098, Records of Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Northeast corner of said Section 12; thence, along the east boundary line of said NE1/4,

A) S.02°22'00"W., 1211.50 feet to the **POINT OF BEGINNING**; thence,

1. N.60°26'06"W., 132.83 feet to the beginning of a tangent curve; thence,
2. Northwesterly along said curve to the right, having a radius of 453.00 feet, an arc length of 440.09 feet, through a central angle of 55°39'45", of which the long chord bears N.32°36'13"W., 422.98 feet to the centerline of Drainage District No. 2 Drain Ditch as described in said Instrument No. 2010028098; thence, along said centerline, non-tangent from said curve,
3. N.19°37'46"E., 65.09 feet to the north bank of the Canyon County Canal as described in said Instrument No. 2010028098; thence, along said bank the following courses:
4. S.82°22'02"E., 30.81 feet to the beginning of a tangent curve; thence,
5. Southeasterly along said curve to the right, having a radius of 68.25 feet, an arc length of 89.64 feet, through a central angle of 75°15'15", of which the long chord bears S.44°44'24"E., 83.34 feet; thence, tangent from said curve,
6. S.07°06'47"E., 72.16 feet; thence,
7. S.14°06'12"E., 68.34 feet to the beginning of a tangent curve; thence,
8. Southeasterly along said curve to the left, having a radius of 154.07 feet, an arc length of 161.34 feet, through a central angle of 60°00'00", of which the long chord bears S.44°06'12"E., 154.07 feet; thence, tangent from said curve,



T-O ENGINEERS

Project No: 160175

Date: November 14, 2018

Page 2 of 2

9. S.74°06'12"E., 109.61 feet to the east boundary of said NE1/4; thence, leaving said bank, along said boundary,

10. S.02°22'00"W., 141.46 feet to the **POINT OF BEGINNING.**

CONTAINING 1.246 acres.

SUBJECT TO: Record documents.



T-O ENGINEERS

Project No: 160175
Date: November 14, 2018
Page 1 of 2

DRAFT
Parcel 26
Easement Description

A parcel of land located in the NE1/4 of the NE1/4 of Section 12, Township 4 North, Range 3 West, Boise Meridian, City of Middleton, Canyon County, Idaho, being a portion of that land described in Quitclaim Deed Instrument No. 2010028098, Records of Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Northeast corner of said Section 12; thence, along the east boundary line of said NE1/4,

A) S.02°22'00"W., 1211.50 feet to the **POINT OF BEGINNING**; thence, continuing,

1. S.02°22'00"W., 11.24 feet; thence,
2. N.60°26'06"W., 137.97 feet to the beginning of a tangent curve; thence,
3. Northwestery along said curve to the right, having a radius of 463.00 feet, an arc length of 54.11 feet, through a central angle of 6°41'45", of which the long chord bears N.57°05'14"W., 54.08 feet; thence, non-tangent from said curve,
4. S.36°15'39"W., 5.00 feet to the beginning of a non-tangent curve; thence,
5. Northwestery along said curve to the right, having a radius of 468.00 feet, an arc length of 308.33 feet, through a central angle of 37°44'52", of which the long chord bears N.34°51'55"W., 302.78 feet; thence, non-tangent from said curve,
6. S.74°00'31"W., 12.00 feet to the beginning of a non-tangent curve; thence,
7. Northerly along said curve to the right, having a radius of 480.00 feet, an arc length of 40.84 feet, through a central angle of 4°52'31", of which the long chord bears N.13°33'14"W., 40.83 feet; thence, non-tangent from said curve,
8. N.19°37'46"E., 58.24 feet to the beginning of a non-tangent curve; thence,
9. Southeasterly along said curve to the left, having a radius of 453.00 feet, an arc length of 440.09 feet, through a central angle of 55°39'45", of which the long chord bears S.32°36'13"E., 422.98 feet; thence, tangent from said curve,



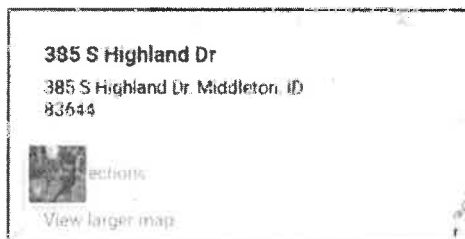
T-O ENGINEERS

Project No: 160175
Date: November 14, 2018
Page 2 of 2

10. S.60°26'06"E., 132.83 feet to the **POINT OF BEGINNING.**

CONTAINING 0.187 acres.

SUBJECT TO: Record documents.

385 S Highland Dr - Middleton, ID 83644**General Information**

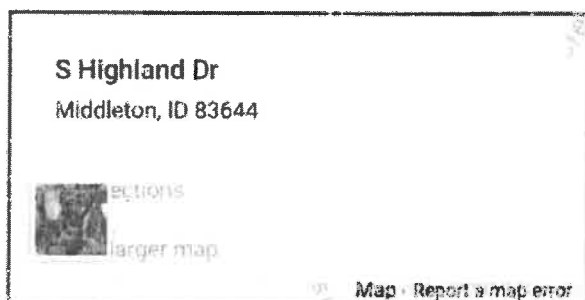
Parcel #: R1803800000
 Subdivision: Hawthorne
 Owner 1: Davis, Dustin H
 Owner 2: Davis, Leia K
 Site Address: 385 S Highland Dr
 Middleton, ID 83644
 Legal: 12-4N-3W NE HAWTHORN A PORTION OF TX 18540 IN
 TCA 004-00 IN NENE-SE OF #2 DRAIN IN BLK T
 Acres: 4.6400
 Bed/Bath: 4/2.00
 Zoning: R-3
 Single-Family Residential
 School Dist: 765 Middleton School Dist
 Land Use: 41h Res Imp On 20
 Twn-Rng-Sec: 04N-03W-12
 Watershed: 1705011404
 Code: Mason Creek-Boise River

Assessment	Value
Improvement	\$218,200.00
Land	\$53,220.00
Total	\$271,420.00

Assessment Year 2019

Tax Year	Tax Total
2018	\$2,301.30
2017	\$1,986.98
2016	\$1,833.36

S Highland Dr - Middleton, ID 83644



General Information

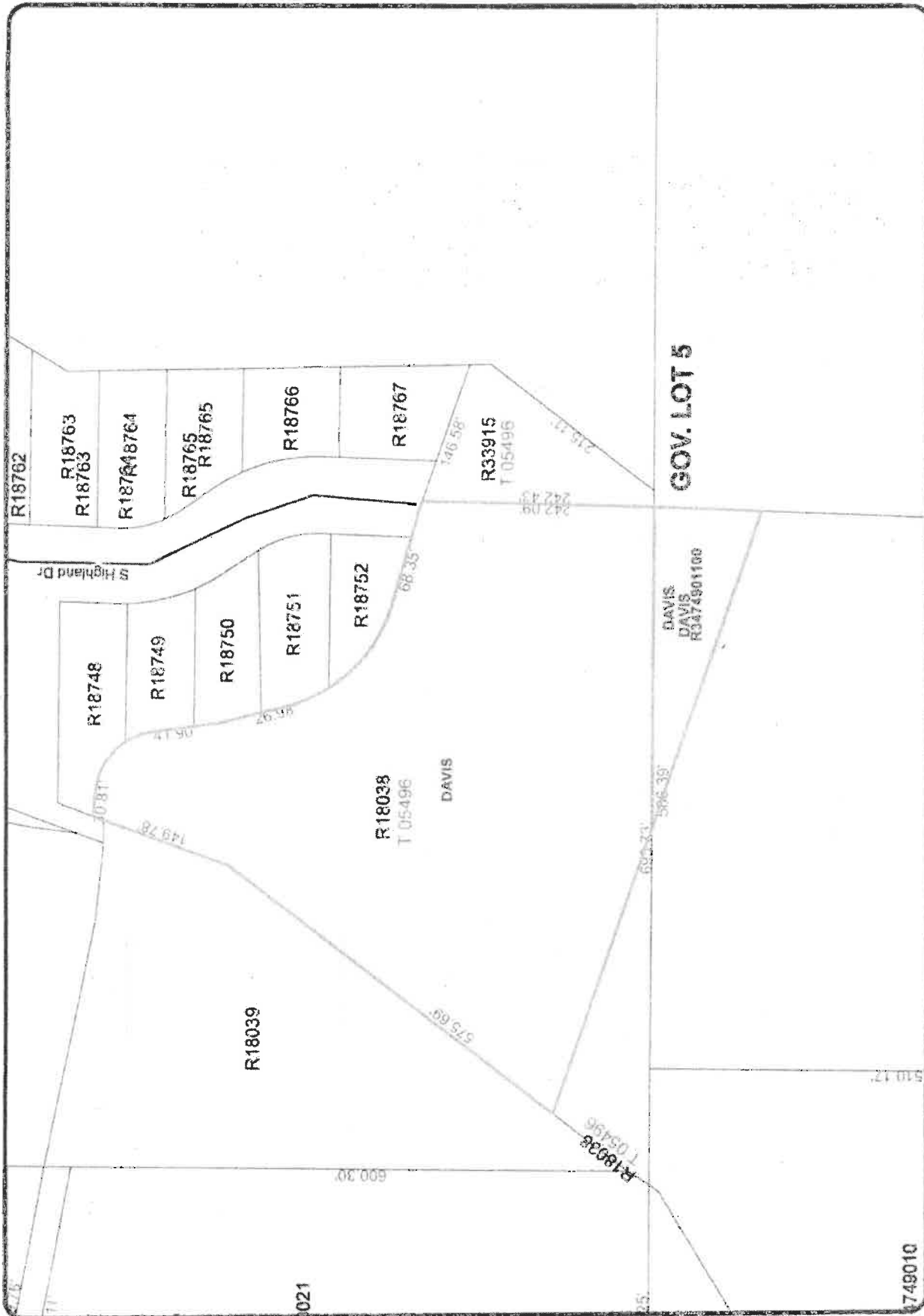
Parcel #: R3474901100
Subdivision:
Owner 1: Davis, Dustin H
Owner 2: Davis, Leia K
Site Address: S Highland Dr
Middleton, ID 83644
Legal: 12-4N-3W NE A PORTION OF TX 18540 IN
TCA 110-00 IN SENE-SE OF #2 DRAIN &
NW OF WILLOW CREEK
Acres: 0.4300
Bed/Bath: 0/0.00
Zoning:
School Dist: 765 Middleton School Dist
Land Use: 20 City Res Lot/Ac
Twn-Rng-
Sec: 04N-03W-12
Watershed: 1705011403
Code: Willow Creek

Assessment	Value
Improvement	\$0.00
Land	\$5,160.00
Total	\$5,160.00

Assessment Year 2019

Tax Year	Tax Total
2018	\$0.00
2017	\$0.00
2016	\$0.00





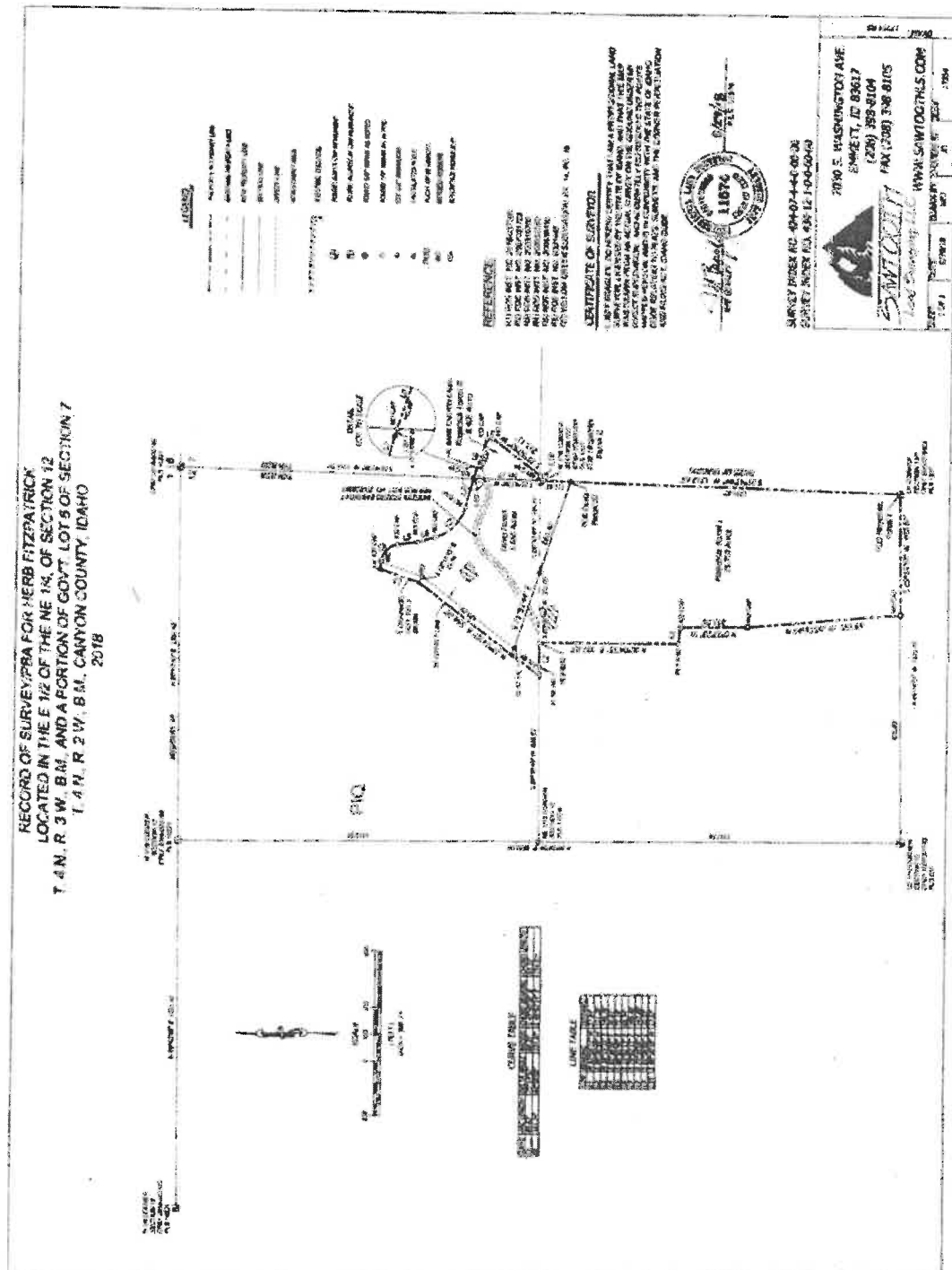
This Map and data displayed is a graphic representation derived from the Canyon County Geographic Information System (GIS) data. It was designed and intended for staff use only.

This map is based on information available and was compiled from numerous sources which may not be accurate. Users are to find verify this information. Canyon County and Single Point Solutions, Inc. are not liable for errors or omissions resulting from the use of this product for any purpose.



2018-038597
RECORDED
08/29/2018 03:15 PM

NOT OFFICIAL
SEE ORIGINAL IN RECORDS
OFFICE



1.4N, R. 3W, B.M.
MEASUREMENT

Co No [2]
D= 0.000000
A= 0.000000
L= 0.000000
R= 0.000000
P= 0.000000
E= 0.000000

WILLOW CREEK SUBDIVISION

17 CHRISTOPHER T HARRIS
LOT 4
BLOCK 1

19 APRIL V CRANE
LOT 6
BLOCK 1

21 STAN D AND
DAILEY L TRUST
LOT 7
BLOCK 1

22 DENNIS R S
CINDY WATSON
LOT 8
BLOCK 1

23 ARON G LITZ
LOT 9
BLOCK 1

24 BRIANNA MARIE
CURTIS
LOT 1
BLOCK 2

LINE TABLE

LINE NO	FROM	TO	DISTANCE
1	100+00	100+00	0.00
2	100+00	100+00	0.00
3	100+00	100+00	0.00
4	100+00	100+00	0.00
5	100+00	100+00	0.00
6	100+00	100+00	0.00
7	100+00	100+00	0.00
8	100+00	100+00	0.00
9	100+00	100+00	0.00
10	100+00	100+00	0.00
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12	100+00	100+00	0.00
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18	100+00	100+00	0.00
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OFFICIAL DEC 26 2018 R/W PLANS

NOTES:
1. SEE HORIZONTAL CONTROL SHEETS
FOR ALIGNMENT AND CURVE DATA



Co No [2]
D= 137.2500
A= 0.0000
L= 0.0000
R= 0.0000
P= 0.0000
E= 0.0000

CURVE TABLE

CURVE	RADIUS	LENGTH	AREA	PERCENT	CHORD
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3	1000.00	100.00	7853.98	1.00	100.00
4	1000.00	100.00	7853.98	1.00	100.00
5	1000.00	100.00	7853.98	1.00	100.00
6	1000.00	100.00	7853.98	1.00	100.00
7	1000.00	100.00	7853.98	1.00	100.00
8	1000.00	100.00	7853.98	1.00	100.00
9	1000.00	100.00	7853.98	1.00	100.00
10	1000.00	100.00	7853.98	1.00	100.00
11	1000.00	100.00	7853.98	1.00	100.00
12	1000.00	100.00	7853.98	1.00	100.00
13	1000.00	100.00	7853.98	1.00	100.00
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18	1000.00	100.00	7853.98	1.00	100.00
19	1000.00	100.00	7853.98	1.00	100.00
20	1000.00	100.00	7853.98	1.00	100.00
21	1000.00	100.00	7853.98	1.00	100.00
22	1000.00	100.00	7853.98	1.00	100.00
23	1000.00	100.00	7853.98	1.00	100.00
24	1000.00	100.00	7853.98	1.00	100.00



DESIGNED		E. BOWLING		SCALES SHOWN		IDaho		PROJECT NO		RIGHT-OF-WAY PLAN	
CHECKED		R. CHAMBERLAIN		APPROX 11' X 17'		TRANSPORTATION		A0120048		S CEMETERY RD: SH 4 A	
DETAILS		E. BOWLING		PRINTS ONLY		DEPARTMENT				TO WILLOW CR, MIDDLETON	
DRAWING DATE		12/19/19		DATE FOR MAP		TO				STA. 14+00.00 TO STA. 19+00.00	
DRAWING DATE		12/19/19		DATE FOR MAP		TO					

1.4 MI. R. 3W., S. 4M.

SECTION 12

WILLOW CREEK SUBDIVISION

Co. No. 3

25

MAHEVA SHIRWAY
OWNERS TRUST

LOT 2
BLOCK 2

24

SHIRAWA MAHE
CURTIS
LOT 1
BLOCK 2

29

DETAIL AND PROTECT DANIEL L. SAYRE
EXISTING FENCE
LUCIANA SPAROLI

LOT 3
BLOCK 2

30

JAMES A BASSETT

LOT 4
BLOCK 2

31

KEN SCHWARTZ
LOT 5
BLOCK 2

26

GUSTIN H S
LELA K DAVIS

LOT 2
BLOCK 2

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Cv. No. 2

WILLOW CREEK SUBDIVISION

17

19
APRIL 5 1946

21
STARK D AND
DALEY L TRUST
LOT 7

DEANIS & B
CLODY WATSON

23

MC

Line	Rate	Unit	Rate	Unit
1	1.00	1.00	1.00	1.00
2	1.00	1.00	1.00	1.00
3	1.00	1.00	1.00	1.00
4	1.00	1.00	1.00	1.00
5	1.00	1.00	1.00	1.00
6	1.00	1.00	1.00	1.00
7	1.00	1.00	1.00	1.00
8	1.00	1.00	1.00	1.00
9	1.00	1.00	1.00	1.00
10	1.00	1.00	1.00	1.00
11	1.00	1.00	1.00	1.00
12	1.00	1.00	1.00	1.00
13	1.00	1.00	1.00	1.00
14	1.00	1.00	1.00	1.00
15	1.00	1.00	1.00	1.00
16	1.00	1.00	1.00	1.00
17	1.00	1.00	1.00	1.00
18	1.00	1.00	1.00	1.00
19	1.00	1.00	1.00	1.00
20	1.00	1.00	1.00	1.00
21	1.00	1.00	1.00	1.00
22	1.00	1.00	1.00	1.00
23	1.00	1.00	1.00	1.00
24	1.00	1.00	1.00	1.00
25	1.00	1.00	1.00	1.00
26	1.00	1.00	1.00	1.00
27	1.00	1.00	1.00	1.00
28	1.00	1.00	1.00	1.00
29	1.00	1.00	1.00	1.00
30	1.00	1.00	1.00	1.00
31	1.00	1.00	1.00	1.00
32	1.00	1.00	1.00	1.00
33	1.00	1.00	1.00	1.00
34	1.00	1.00	1.00	1.00
35	1.00	1.00	1.00	1.00
36	1.00	1.00	1.00	1.00
37	1.00	1.00	1.00	1.00
38	1.00	1.00	1.00	1.00
39	1.00	1.00	1.00	1.00
40	1.00	1.00	1.00	1.00
41	1.00	1.00	1.00	1.00
42	1.00	1.00	1.00	1.00
43	1.00	1.00	1.00	1.00
44	1.00	1.00	1.00	1.00
45	1.00	1.00	1.00	1.00
46	1.00	1.00	1.00	1.00
47	1.00	1.00	1.00	1.00
48	1.00	1.00	1.00	1.00
49	1.00	1.00	1.00	1.00
50	1.00	1.00	1.00	1.00
51	1.00	1.00	1.00	1.00
52	1.00	1.00	1.00	1.00
53	1.00	1.00	1.00	1.00
54	1.00	1.00	1.00	1.00
55	1.00	1.00	1.00	1.00
56	1.00	1.00	1.00	1.00
57	1.00	1.00	1.00	1.00
58	1.00	1.00	1.00	1.00
59	1.00	1.00	1.00	1.00
60	1.00	1.00	1.00	1.00
61	1.00	1.00	1.00	1.00
62	1.00	1.00	1.00	1.00
63	1.00	1.00	1.00	1.00
64	1.00	1.00	1.00	1.00
65	1.00	1.00	1.00	1.00
66	1.00	1.00	1.00	1.00
67	1.00	1.00	1.00	1.00
68	1.00	1.00	1.00	1.00
69	1.00	1.00	1.00	1.00
70	1.00	1.00	1.00	1.00
71	1.00	1.00	1.00	1.00
72	1.00	1.00	1.00	1.00
73	1.00	1.00	1.00	1.00
74	1.00	1.00		

CURVE TABLE

FORME	ANALISI	INSTR.	DELTA	REMARK	REMARK
23	3024.00	12.50	37.19.02	55° 20' 10"	12.2.20
24	1659.27	50.58	11° 05' 25"	57° 11' 41"	30.30
25	318.00	42.20	6° 56' 32"	55° 13' 18"	42.16
26	319.00	45.89	6° 56' 31"	53° 19' 40"	45.87
27	1654.15	37.81	11° 41' 34"	59° 11' 50"	12.2.25
28	7669.20	74.91	3° 41' 34"	63° 04' 50"	12.2.25
29	453.00	43.58	3° 59' 05"	67° 05' 54"	62.45
30	458.00	65.71	8° 32' 42"	68° 54' 13"	65.60
31	58.20	15.57	6° 52' 22"	66° 59' 25"	10.26
32	1645.55	17.58	3° 41' 35"	59° 58' 16"	12.2.86
33	453.00	47.55	4° 00' 26"	57° 58' 31"	41.53
34	48.20	10.48	8° 38' 44"	57° 51' 56"	10.25
35	68.75	89.14	7° 15' 15"	54° 44' 24"	85.34
36	48.00	9.84	17° 07' 41"	53° 19' 46"	9.25

Q. No. 3

NOTES:

Question The following are the results from a survey of 100 people who were asked how many times they had visited the Grand Canyon National Park in the last year.

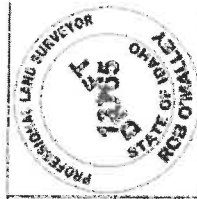
[illegible]

IDAHO
TRANSPORTATION
DEPARTMENT

PROJECT NO. 40120081

RIGHT OF WAY PLUM
S CEMETERY RD/SH 44
TO WILLOW CR, MIDDLETON
STA 14+00.00 TO STA 19+00.00

English



T.4N. R.3W. S.M.

PL 12

WILLOW CREEK SUBDIVISION

Cv No. 3

25
MARTIN SHUMWAY
OWENS TRUST
LOT 1
D. 13' 28.53"
S. 71° 21' 4.5" E
L. 305.18'
R. 429.34'
P.I. N. 74.3688.150
P.T. E. 239.114.400
BLOCK 2

24
BRIANNA MARIE
CURTIS
LOT 1
BLOCK 2

29
RETAIN AND PROTECT
EXISTING FENCE
(LOCATION APPROX.)
DUSTIN H &
LEIA K DAVIS
LOT 3
BLOCK 2

26
DUSTIN H &
LEIA K DAVIS

30
JANICE A BASSETT
LOT 4
BLOCK 2

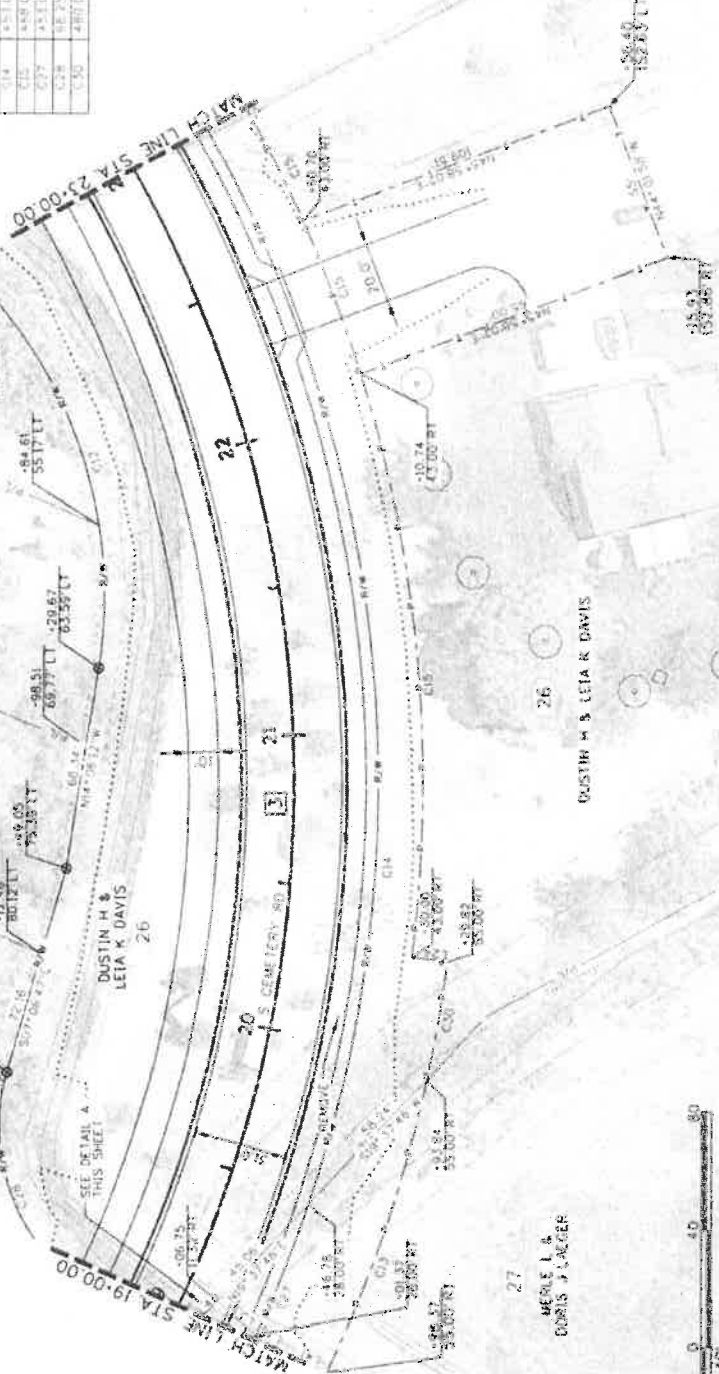
31
KEN SCOTT
LOT 5
BLOCK 2

LINE TABLE

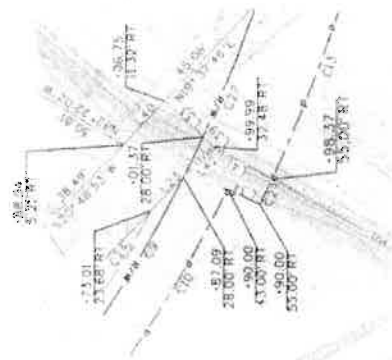
LINE NO.	BEARING	DISTANCE
1	S 70° 21' 4.5" E	305.18
2	S 70° 21' 4.5" E	305.18
3	S 70° 21' 4.5" E	305.18
4	S 70° 21' 4.5" E	305.18
5	S 70° 21' 4.5" E	305.18

CURVE TABLE

CURVE	RADIUS	CHORD	ARC	BEARING	CHORD
C1	100.00	100.00	100.00	90.00	100.00
C2	100.00	100.00	100.00	90.00	100.00
C3	100.00	100.00	100.00	90.00	100.00
C4	100.00	100.00	100.00	90.00	100.00
C5	100.00	100.00	100.00	90.00	100.00
C6	100.00	100.00	100.00	90.00	100.00
C7	100.00	100.00	100.00	90.00	100.00
C8	100.00	100.00	100.00	90.00	100.00
C9	100.00	100.00	100.00	90.00	100.00
C10	100.00	100.00	100.00	90.00	100.00



DETAIL "A"

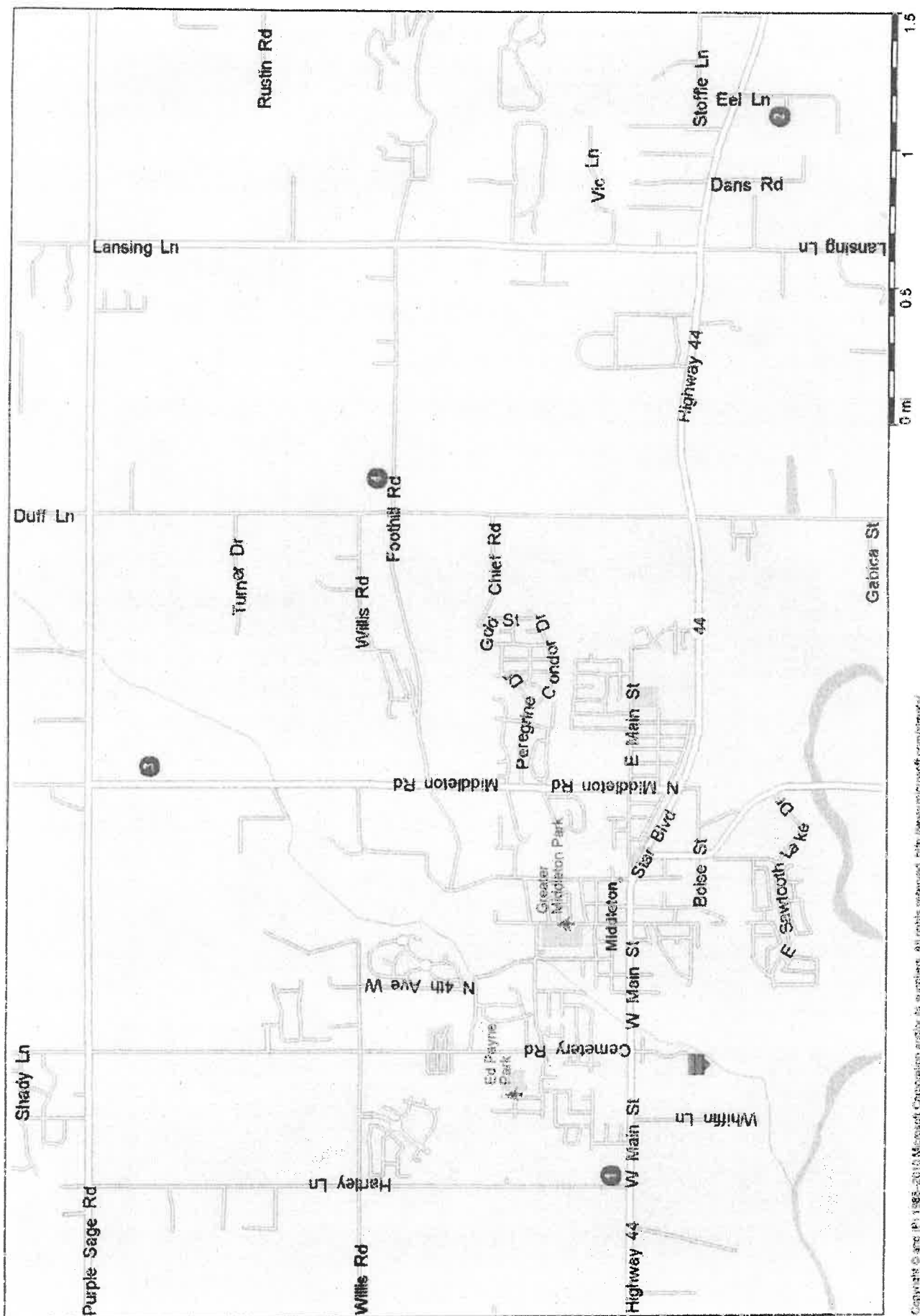


DESIGNED	C. BOWLING	SCALES SHOWN	AS SHOWN
DESIGN CHECKED	R. ONALLE	PRINTS ONLY	PRINTS ONLY
DETAIL TO	E. BOWLING	CADD FILE NAME	000000.DWG
DRAWING OFFICER	E. BOWLING	DRAWING DATE	10/20/2018
DATE	10/20/2018	PROJECT NO.	401210481
BY		RIGHT-OF-WAY PLAN	English
DESCRIPTION		S. CEMETERY RD. SH. 44	
		TO WILLOW CR. MIDDLETON	
		STA 19+00.00 TO STA. 23+00.00	
		SHEET 6 OF 6	

IDAHO
TRANSPORTATION
DEPARTMENT

TO ENGINEERS

C-19667 Land Sales



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Comparable L-1:

Location:	TBD Hartley Lane
Assessor's Parcel No.:	R1788901000
Date of Sale:	July 2019
Deed Number:	2019-029801
Seller:	Fuqua
Buyer:	Davis
Sale Price:	\$240,000
Terms:	Undisclosed Terms
Site Size:	6.08± Acres
Dollar per Square Foot:	\$0.91
Verified With:	Listing Agent

This generally rectangular shaped site is located on the east side of Hartley Lane, approximately one block north of Main Street. The lot is generally level and at road grade. The street frontage is not improved with concrete curb, gutter or sidewalk. There is a ditch which runs along part of the southerly border. The City central sewer and water lines are located at Hartley Lane to the southwest and at the subdivision to the east. The site is still located in the County and has rural zoning. It is located adjacent to the Middleton City limits and the Future Land Use Map shows it as residential. It could be improved with one residential dwelling or subdivided. The buyer reportedly purchased the site for future development.



Comparable L-2:

Location:	8512 Brookhaven Place
Assessor's Parcel No.:	R25380010A0
Date of Sale:	May 2019
Deed Number:	2019-021212
Seller:	M & T Ranches, LLC
Buyer:	Tradition Capital Partners, LLC
Sale Price:	\$200,000
Terms:	Cash
Site Size:	4.61± Acres
Dollar per Square Foot:	\$1.00
Verified With:	Listing Agent

This generally rectangular shaped site is located on the north side of Brookhaven Place (a private drive), just west of Eel Lane. The lot is generally level and at road grade. The street frontage is not improved with concrete curb, gutter or sidewalk. There is a ditch which runs along the easterly border. The site will require an onsite well and septic system. The site is located in the County and has rural zoning. It is located outside of the Middleton City limits and the Future Land Use Map shows it as residential. It is considered to be a single family building lot. The buyer reportedly lives next to the site.



Comparable L-3:

Location:	24800 Middleton Road
Assessor's Parcel No.:	R3759120000
Date of Sale:	February 2019
Deed Number:	2019-006936
Seller:	Degitz
Buyer:	Bundy
Sale Price:	\$160,000
Terms:	Cash
Site Size:	4.46± Acres
Dollar per Square Foot:	\$0.82
Verified With:	Listing Agent

This generally rectangular shaped site is located on the east side of Middleton Road, across from Ponderosa Drive. The lot is generally level and at road grade. The street frontage is not improved with concrete curb, gutter or sidewalk. There is a ditch which runs along the easterly border. Portions of this site are reported as within the floodplain management area. The City central sewer and water lines are located across Middleton Road at Ponderosa Dr. The site is still located in the County and has rural zoning. It is located next to the Middleton City limits and the Future Land Use Map shows it as residential. It could be improved with one residential dwelling or has the potential for future subdivision. The buyer reportedly lives next to the site.



Comparable L-4:

Location:	9900 Foothill Road
Assessor's Parcel No.:	R2314050200
Date of Sale:	March 2018
Deed Number:	2018-012738
Seller:	Deer
Buyer:	Kling
Sale Price:	\$148,400
Terms:	Cash
Site Size:	3.52± Acres
Dollar per Square Foot:	\$0.97
Verified With:	Listing Agent

This rectangular shaped site is located on the north side of Foothill Drive, just east of Duff Lane. The lot slopes up to the north from Foothills Drive. The home site is on top of the bluff which provides for a commanding view of the valley below. The street frontage is not improved with concrete curb, gutter or sidewalk. The site will require an onsite well and septic system. The site is located in the County and has rural zoning. It is located outside of the Middleton City limits and the Future Land Use Map shows it as residential. It is considered to be a single family building lot. The buyer reportedly bought it to build their home.





P. 26.
Lender Lot Book Report

File No.: 693899

Pioneer Title Company of Canyon County ("Pioneer Title") has made an examination of its lot books and property records relative to the following real property:

See Exhibit A attached hereto and made a part hereof.

The last recorded instrument purporting to transfer title to the foregoing real property is a Deed

None

As of 8th day of August, 2019 there are no payable General Real Estate Taxes, Mortgages or Deeds of Trust which purport to affect the foregoing real property other than the following

NOTE: General taxes for the year 2018, which were liens, are paid.

Parcel No.: 18038000 0

Amount: \$2,301.30

NOTE: The above taxes reflect a Home Owners Exemption. Any new buyer must re-apply to the Canyon County Assessor's office for said exemption.

General taxes for the year 2019, which are liens and are not yet due and payable.

Parcel No.: 34749011 0

General taxes for the year 2019, which are liens and are not yet due and payable.

Parcel No.: 18038000 0 & 34749011 0

NOTE: This account number may or may not contain a letter at the beginning of the number stream and the exhibits to this commitment may or may not contain these letters. Notwithstanding, the account number properly and uniquely describes the taxes for this insured parcel.

Sewer charges and special assessments, if any, for the City of Middleton.

Fax: (208) 585-9601

No search made.

Levies and assessments of the following district and the rights, powers and easements thereof as provided by law.

District: Middleton Irrigation Association, Inc., Middleton Mill Ditch

No search made.

Liens and assessments of Drainage District No. 2, and the rights, powers and easements of said District as by law provided; said assessments are collected with the general taxes.

No search made.

Liens and assessments of Flood Control District No. 10, and the rights, powers and easements of said District as by law provided; said assessments are collected with the general taxes.

Covenants, conditions, restrictions and easements contained in U.S. Patent Book 1 at Page 121 and Book 4 at Page 631

As Follows: Subject to any vested and accrued water rights for mining, agriculture, manufacturing or other purposes, and right to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted as provided by law.

Rights and claims in and to those portions of said premises lying within the right of ways of ditches, canals, laterals, and roads, including Willow Creek, Canyon County Flume and Highland Road.

The Effect of a Deed by Canyon County Water Company to Canyon County Water

Recorded: April 12, 1909

Instrument No.: 25934

An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein

In Favor of: City of Middleton

Recorded: February 2, 2001

Instrument No.: INSTRUMENTONLY

Matters disclosed by Record of Survey

Recorded: June 10, 2005

Instrument No.: INSTRUMENTONLY

An easement for ingress and egress, containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein

In Favor of: Herbert J. Fitzpatrick and Janis L. Fitzpatrick, husband and wife

Recorded: July 5, 2005

Instrument No.: INSTRUMENTONLY

Matters disclosed by Record of Survey

Recorded: July 6, 2005

Instrument No.: INSTRUMENTONLY

Matters disclosed by Record of Survey

Recorded: August 29, 2018

Instrument No.: INSTRUMENTONLY

A Deed of Trust to secure an indebtedness of \$220,900.00, and any other amounts as therein provided, payable under the terms, conditions, provisions and stipulations thereof.

Dated: August 4, 2014

Grantor: Dustin H. Davis, married and Leia K. Davis, married

Lender Lot Book Report

File No.: 693899

Trustee: First American Title Insurance Company

Beneficiary: KeyBank National Association

Recorded: August 21, 2014

Instrument No.: INSTRUMENT ONLY

A Deed of Trust to secure an indebtedness of \$336,060.00, and any other amounts as therein provided, payable under the terms, conditions, provisions and stipulations thereof.

Dated: June 11, 2010

Grantor: Herbert J. Fitzpatrick and Janis L. Fitzpatrick, husband and wife

Trustee: Pioneer Title Company

Beneficiary: Wells Fargo Bank, N.A.

Recorded: July 7, 2010

Instrument No.: INSTRUMENT ONLY

Due to a lot line adjustment that occurred on Oct. 18, 2018, by instrument number 2018-047061 and 2018-047062, this deed of trust now encumbers a portion of our property.

THE PROPERTY ADDRESS BEING ASSESSED IS 385 South Highland Drive, Middleton, ID 83644

This report is based on a search of our tract indexes of the county records. This is not a title or ownership report and no examination of the title to the property described has been made. For this reason, no liability beyond the amount paid for this report is assumed hereunder, and Pioneer Title is not responsible beyond the amount paid for any errors and omissions contained herein.

No examination has been made from Pioneer Title's records maintained and indexed by name for judgments and/or tax liens nor has an examination been made regarding matters affecting the beneficial interest of any mortgage or deed of trust shown in this Lender's Lot Book Report ("Report") or other matters which may affect any such mortgage or deed of trust. No report is made regarding any liens, claims of lien, defects or encumbrances other than those specifically set forth in this report and, if information was requested by reference to a street address, no guarantee is made that the foregoing real property is the same as the address provided to Pioneer Title. No examination has been made with respect to the identity of the party named in the last recorded instrument purporting to transfer title to the foregoing real property, or with respect to the validity, legal affect or priority of any matter reflected in this report.

If you wish additional assurances, please contact Pioneer Title for further information as to the availability and cost of additional protection.

Yours truly,

Pioneer Title Company of Canyon County

by: 

Jeff Bergland

EXHIBIT A

BASIS OF BEARING is S. $1^{\circ}43'44''$ W., between an aluminum cap marking the E1/4 corner of Section 12 and a brass cap marking the N1/16 corner on the east line of Section 12, both in Township 4 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

A parcel of land located in the E1/2 of the NE1/4 of Section 12, Township 4 North, Range 3 West, B.M., Canyon County, Idaho, more particularly described as follows:

COMMENCING an aluminum cap marking the E1/4 corner of said Section 12;

Thence N. $1^{\circ}43'44''$ E., coincident with the east line of the SE1/4 of the NE1/4 of said Section 12, a distance of 1201.20 feet to a 1/2" rebar "PLS 11574" and the POINT OF BEGINNING;

Thence N. $71^{\circ}51'44''$ W., 661.40 feet to the centerline of Drain District No. 2 Drain, witnessed by a 1/2" rebar "PLS 11574", bearing S. $71^{\circ}51'44''$ E., 26.43 feet;

Thence N. $37^{\circ}04'50''$ E., coincident with the centerline of said Drain District No. 2 Drain, 428.28 feet, referenced by a 1/2" rebar "PLS 11574", bearing S. $62^{\circ}19'48''$ E., 25.34 feet;

Thence N. $18^{\circ}15'33''$ E., coincident with the centerline of said Drain District No. 2 Drain, 149.78 feet, witnessed by a 5/8" rebar "no cap", bearing S. $83^{\circ}18'03''$ E., 30.81 feet;

Thence leaving the centerline of said Drain District No. 2 Drain, S. $83^{\circ}18'03''$ E., 30.81 feet to a 5/8" rebar "no cap" on the north bank of the Canyon Canal to the beginning of a tangent curve;

Thence coincident with the north bank of said Canyon Canal, 89.63 feet along the arc of a curve to the right, with a central angle of $75^{\circ}14'52''$, a radius of 68.25 feet, subtended by a chord bearing S. $45^{\circ}40'28''$ E., 83.33 feet to a 1/2" rebar "no cap";

Thence S. $8^{\circ}02'48''$ E., coincident with the north bank of said Canyon Canal, 72.16 feet to a 1/2" rebar "no cap";

Thence S. $15^{\circ}02'13''$ E., coincident with the north bank of said Canyon Canal, 68.34 feet to a 1/2" rebar "no cap" and the beginning of a tangent curve;

Thence coincident with the north bank of said Canyon Canal, 161.34 feet along the arc of a curve to the left, with a central angle of $60^{\circ}00'00''$, a radius of 154.07 feet, subtended by a chord bearing S. $45^{\circ}02'14''$ E., 154.07 feet to a 1/2" rebar "no cap";

Lender Lot Book Report

File No.: 693899

Thence S. $75^{\circ}02'13''$ E., coincident with the north bank of said Canyon Canal, 109.49 feet to a 1/2" rebar "PLS 11574";

Thence S. $71^{\circ}19'08''$ E., coincident with the north bank of said Canyon Canal, 1.09 feet to a 1/2" rebar "no cap" on the east line of the NE1/4 of the NE1/4 of said Section 12;

Thence leaving the north bank of said Canyon Canal, S. $1^{\circ}41'26''$ W., coincident with the east line of the NE1/4 of the NE1/4 of said Section 12, a distance of 241.77 feet to a brass cap marking the N1/16 corner of said Section 12;

Thence S. $1^{\circ}43'44''$ W., coincident with the east line of the SE1/4 of the NE1/4 of said Section 12, a distance of 111.43 feet to the POINT OF BEGINNING.

ROBERT C. WILLIAMS, MAI
RC WILLIAMS & ASSOCIATES

APPRAISER'S QUALIFICATIONS/CURRICULUM VITAE

PROFESSIONAL BACKGROUND:

February, 1992 to Present

RC Williams & Associates - Robert C. Williams Appraisals, Inc., Boise, Idaho
Commercial Property Appraisal, Right-of-Way and Condemnation, Consulting

January, 1991 to February, 1992

L.D. Knapp & Associates, Boise, Idaho
Commercial Property Appraisal, Feasibility Analysis, Consulting, Right-of-Way/ Condemnation

April, 1988 to January, 1991

Idaho Land and Appraisal Service, Boise, Idaho
Commercial Property Appraisal, Consulting, Right-of-Way/Condemnation

April, 1984 to April, 1988

Intermountain Appraisal Service, Boise, Idaho
Commercial Property Appraisal, Consulting

September, 1981 to April, 1984

Ada County Assessor's Office, Boise, Idaho
Appraisals for Ad Valorem Assessment, Administrative Functions

PROFESSIONAL EXPERIENCE:

Over 35 years experience appraising a wide variety of commercial properties, which includes: retail, office, industrial, investment and land assignments. Extensive work experience in Ada County and includes in-depth knowledge of the Downtown Boise land market. Specialized experience and acquired knowledge in right of way appraisal work including eminent domain assignments involving condemnation. Clients include: Ada County Highway District, Idaho Transportation Department, Cities of Boise, Meridian, Nampa, Caldwell, various other public agencies, many National, Regional and Community Banks, Attorneys and Certified Public Accountants. References provided upon request.

PROFESSIONAL ORGANIZATIONS:

MAI (Appraisal Institute) – (Chapter President – 1996; Board Member – 2015 & 2016)

Idaho Certified General Appraiser No. 6

International Right-of-Way Association (Chapter President – 2016/2017 & 1993)

Boise Regional Realtors – Intermountain Multiple Listing Service

CoStar – Real Estate Information Services

EDUCATION:

Boise State University, 1980; Bachelor of Business Administration, Real Estate & Economics

APPRAISAL EDUCATION:

The Appraisal Institute:

MAI Professional Designation, 1989
Comprehensive Examination, 1988
Demonstration Appraisal Report, 1987
Course 2-2, Valuation Analysis and Report Writing, 1986
Course 2-1, Case Studies in Real Estate Valuation, 1986
Course 1B-B, Capitalization Theory & Techniques, Part B, 1985
Course 1B-A, Capitalization Theory & Techniques, Part A, 1985
Exam 1A-2, Basic Valuation Procedures, 1984
Exam 1A-1, Real Estate Appraisal Principles, 1984
Course 2-3, Standards of Professional Practice, 1984

The International Association of Assessing Officers:

Course 3, Development and Writing of Narrative Appraisal Reports, 1983
Course 2, Income Approach to Valuation, 1982
Course 1, Basic Appraisal Seminar, 1982

Boise State University:

Course E-202, Technical Writing, 1984
Course RE-497, Property Management, 1980
Course RE-450, Brokerage Management, 1980
Course RE-360, Real Estate Finance, 1980
Course RE-331, Real Estate Appraisal, 1979
Course EC-321, Regional Economics, 1979
Course RE-220, Real Estate Law, 1979
Course RE-201, Fundamentals of Real Estate, 1977

Seminars/Continued Education:

Business Practices and Ethics, 2017
Uniform Appraisal Standards for Federal Land Acquisitions, 2017
Eminent Domain and Condemnation, 2017
Water Rights Course for Idaho Appraisers, 2016

Problems in the Valuation of Partial Acquisitions, 2015
Integrating Appraisal Standards, 2015
Skills of Expert Testimony, 2013
Environmental Issues for Appraisers, 2012
Appraisal Curriculum Overview, 2010
Scope of Work, August, 2006
Analyzing Distressed Real Estate, August, 2005
Internet Search Strategies for Appraisers, January, 2003
Investment Real Estate Workshop, October, 2002
Eminent Domain/Idaho Issues, March, 2001
Attacking & Defending an Appraisal in Litigation, September, 2000
Special Purpose Properties, September, 1999
Local Retail Properties, September, 1999
Data Confirmation and Verification Methods, September, 1996
The Appraiser as Expert Witness, April, 1995
Advanced Real Estate Law in Idaho, April, 1995
Understanding limited Appraisals & Appraisal Reporting Options, October, 1994
30 Specialized Appraisal Issues, March, 1994
Understanding Environmental Contamination in Real Estate, March, 1993
Appraisal Review, August, 1992
Overview of Final FIRREA Rules and Regulations, September, 1990
Easement Valuation, August, 1990
Market Feasibility, June, 1987

COURT TESTIMONY:

Qualified as an Expert Witness in United States District and Bankruptcy Courts for the District of Idaho
Qualified as an Expert Witness in Idaho Fourth Judicial District Court

CONTINUING EDUCATION FOR DESIGNATED MEMBERS

As of the date of this report, I, Robert C. Williams, have completed the requirements under the continuing education program of the Appraisal Institute and the State of Idaho.

THE CITY OF MIDDLETON

Supplement to the
Idaho Standards for Public Works Construction



MIDDLETON
CONNECTS



ART
HISTORY
PARKS
PATHWAYS &
TECHNOLOGY

TABLE OF CONTENTS

Summary Introduction	3
Water	4
Sanitary Sewer	8
Storm Sewer / Drainage	11
Pressurized Irrigation	14
Street	15
Driveways	20
Access	20
Project Inspection	22
 Appendix A	 26
Sanitary Sewer Lift Station Standards	
 Appendix B	 31
Miscellaneous Drawings, Check Lists, Applications, and Requirements	

SUMMARYINTRODUCTION

The City of Middleton has adopted the most current edition of the Idaho Standards for Public Works Construction (ISPWC). Prior to any work or construction being accepted by the City for use by the public, the work must be completed in conformance with the ISPWC. The City has also developed construction standards in conjunction with the current edition of the ISPWC.

City standards include acceptable materials, construction practices, and other specific requirements which may not be covered under the ISPWC standards or may be supplemental to the ISPWC.

The intent of the Middleton Supplement to the ISPWC is not to conflict with the ISPWC but rather to supplement and specify construction methods, materials, sizes, and practices specific to the City of Middleton.

WATER

1. General:

All materials, construction, testing, and inspection shall be in accordance with the current ISPWC. Final construction plans and specifications shall be submitted to the City for review and approval prior to construction.

2. Fire Flow requirements:

The water distribution system is required to draft the following minimum fire flows for new development in the City:

Residential zones 1500 gpm¹ for 2 hour duration

Other zones ~~ISO Method on~~ Determined on an individual basis per International Fire Code

The City Engineer shall review the existing water system, operations and conditions, review the layout of the water infrastructure proposed for the development, and then make recommendations to the City as to the water main line size (minimum 8-inches), any additional water source needed, and/or water storage requirements.

3. Fire Hydrants:

A. Spacing:

1. Hydrant spacing shall be a maximum of 600 feet in the residential zone, and shall be reviewed and approved by City staff and Middleton Rural Fire District.
2. Hydrant spacing in zones other than residential shall be determined on a case by case basis.
3. All water mains installed on cul-de-sacs or similar dead end streets shall have a hydrant located at the end of the water line;

B. Materials:

1. Fire hydrants shall be Mueller Centurion, no exception, and painted with two coats of fire safety color red hydrant enamel.
2. Flushing hydrants or blow-offs shall be 4" if permanent, 2" if temporary and

¹53.01.05 Idaho Rules for Public Drinking Water Systems

552.01.b.1. Any public water system shall be capable of providing sufficient water during maximum day demand conditions, including fire flow where provided, to maintain a minimum pressure of twenty (20) psi throughout the distribution system, at ground level, as measured at the service connection or along the property line adjacent to the consumer's premises.

manufactured by Kupferle or equivalent per ISPWC SD-405 and approved by the City.

4. Water Pipe, Fittings and Valves:

- A. Materials: All Water Pipe, Fittings, and Valves shall be in accordance with current edition of the ISPWC. Water pipe, fittings and valves shall meet the following:
1. Water Pipe:
 - a. Class 52 cement-lined ductile iron pipe meeting ANSI/AWWA C151 for diameters of 6" to 64";
 - b. AWWA C900 - 07 PVC DR 18 pipe for diameters up to 12";
 - c. AWWA C909 - 07 PVC DR 18 for diameters larger than 12".
 2. Fittings: ductile iron compact fitting ANSI/AWWA C153.
 3. Valves:
 - a. Ductile iron flanged valves ANSI/AWWA C509 or C515.
 - b. Tracer wire at all valves shall be located on the outside of the valve box and pass between the valve box and the slip top. The wire is not allowed to come into the valve box from the bottom. The Developer shall test for continuity after installation. Test to be observed by the City.
 - c. Domestic manufactured valves are required to be installed unless otherwise specifically approved by the City. Water valves manufactured by Clow are not acceptable for installation in the City's water system.
 - d. Valves that are connected to the City main lines become City property. Valves shall only be operated by City personnel, per City code.
- B. Testing: The Developer shall test water mains for pressure and absence of bacteria prior to permitting the water mains to be open to the City distribution system. City personnel shall be present during all water main testing. Failure to have City personnel present for testing is sufficient reason for requirement to re-test. Developer's engineer shall coordinate and observe testing and provide

certification of testing and testing results to the City.

1. Pressure Testing: Water mains shall be pressure tested according to the specifications set forth in the current edition of the ISPWC. Exceptions to the ISPWC are as follows:
 - If pressure during testing drops five (5) psi or more, the test is considered to have failed even if leakage is below allowable.
 - All valves shall be exposed prior to any testing and verified by the City to be open or closed.
 - The results of the test reported to the City is gallons of leakage.
 2. Trench Compaction Testing: Developer shall test trench compaction and testing shall be by an independent materials testing laboratory, once every 300 feet of trench with a minimum of two test locations.
 3. Each hydrant shall be sampled for absence of bacteria or as otherwise approved by the City.
- C. Location: All water line locations will be approved by the City. In cases where water pipe crosses a non-potable water line, IDAPA 58.01.08.542.07 shall be strictly observed.
- D. Size: Water main sizes shall be the following except when otherwise recommended by the City Engineer for fire flows or other system conditions.
1. Minimum size is 8" in diameter.
 2. 12" diameter lines shall be placed when water mains are placed on or adjacent to section lines roads or quarter section line roads or as required in the Facility Plan.
- E. Valve configuration shall be as follows:
1. Tees shall have a valve on each branch.
 2. Crosses shall have valves on all legs.
- F. Cover: Water mains shall have a minimum of 42" cover and a maximum cover of 60". Cover greater than 60" may be allowed where obstructions occur, but must be specifically approved by the City.
- G. Dead-end Water Mains:
1. Dead end mains are to be avoided whenever possible and only permitted

when phased development is approved.

2. Dead-end water mains to be extended shall terminate with a valve followed by at least 10 feet of water line with an end cap and thrust block.
 3. Dead end water mains shall have a fire hydrant or blow off within 10 feet of the termination of the main unless otherwise permitted by the City.
- H. Contractors working in the City are not to open, close, or tamper with any valve per City code. The contractor shall notify the City when a valve needs to be opened or closed.

5. Water Services:

- A. Service Lines: Service lines may be polyethylene (SDR9 copper tube size (CTScts) or Class K copper pipe from water meter to water main with minimum three-quarter inch (3/4") diameter for single service and a minimum of one and one half inch (1 1/2") diameter for double services. No splices in service line.
- B. Fittings: All fittings, connections, compression connections, bushings, adapters, setters and any miscellaneous materials are to be manufactured by Mueller or Ford. Galvanized or yellow brass fittings are prohibited.
- C. Double Water Meter Branch: The double water meter branch connection shall be used for double services. The double water meter branch shall be a compression fitting (to service line) by MIP (male iron pipe).
- D. Service Saddle: Saddles for water mains shall be ROMAC (single stainless steel strap) for water main less than 12" in diameter OR ROMAC (double stainless steel strap) for water main greater than or equal to 12" diameter. Saddle shall be FIP (female iron pipe) thread connection.
- E. Corporation Stop: Corporation stops shall be three-quarter inch (3/4") for a single service line and one and one-half inch (1 1/2") for a double service line. Corporation stop is required at all main-line connections. Corporation stop shall be set so the valve is accessible from the side. Corporation stop shall be MIP (to saddle) by compression connection (to service line).
- F. Curb Stop: Curb stops shall be ball valve type or City approved equivalent. Curb stop shall be FIP by FIP. A curb stop is required at the base of the meter setter on the water main side.

- G. Meter Setter Connection: Meter setter connection shall be multi-purpose thread (to meter yoke) by MIP.
- H. Meter Setter: Meter setters shall be an 18" minimum Mueller #B-2404-2, three-quarter inch by three-quarter inch (3/4" x 3/4") and have a dual vertical check valve. Connections shall be multi-purpose thread. Meter setter shall be centered in the meter vault.
- I. Customer Connection: A meter setter connection (multi-purpose thread by compression connection) and a five (5) foot section of service line pipe shall be extended on the customer side of the meter vault with a temporary plug. A water-tight plug is required in high ground water areas.
- J. Meter Vaults: Single Meters: Meter vaults shall be made of 18" smooth interior corrugated HDPE pipe, ADS N-12. Meter vault lids shall be Tyler type 6150 with single knockouts in place.
- K. Meter Vaults: Double Meters: Meter vaults shall be made of 24" smooth interior corrugated HDPE pipe, ADS N-12. Meter vault lids shall be Tyler type 6150 with single knockouts in place.
- L. Location: Water services shall be located outside of right of way with the center of the can approximately 24 inches behind the back of sidewalk unless otherwise approved by the City. The elevation of the meter lid shall be 0.2 ft above back of sidewalk.
- M. The developer or property owner shall provide and install all materials for water services except the water meter. Water meter will be provided and installed by the City.

SANITARY SEWER:

1. General:

All materials, construction, testing, and inspection shall be in accordance to the current edition of the ISPWC.

2. Sanitary Sewer Pipe:

- A. Materials: Sewer pipe shall be ASTM 3034 SDR 35 PVC pipe or City approved equivalent. Trench backfill shall be Type A backfill according to the

specifications set forth in the current edition of the ISPWC.

- B. Testing: Sanitary Sewer Mains shall be pressure tested and grade tested by the Developer prior to the sewer main being accepted by the City. City personnel shall be present during sewer main testing. Failure to have City personnel present during all testing is sufficient reason for requirement to retest. Developer's engineer shall provide certification of testing and testing results to the City.

1. Pressure Testing: Sanitary Sewer mains shall be pressure tested according to the specifications set forth in the current edition of the ISPWC.
2. Visual Test: The Developer shall provide CCTV (closed caption television) of all sections of sewer mains to the City. All visible leaks shall be repaired, even if the leakage may be below allowable limits. All repairs shall be made and shall be inspected by the City prior to backfilling. In no case shall pavement be placed without the CCTV approved by the City.
3. Standing Water: If standing water is observed due to grade defects, the following table shows the allowable standing water depth in relationship to slope of the pipe.

Pipe Slope (ft/ft)	Allowable Standing Water Depth (in)
$G < 0.001$	$\leq 5/8$
$0.001 \leq G < 0.003$	$\leq 1/2$
$0.003 \leq G < 0.005$	$\leq 3/8$
$0.005 \leq G < 0.007$	$\leq 1/4$
$0.007 \leq G < 0.009$	$\leq 1/8$
$G > 0.009$	No standing water

4. Trench Compaction Testing: Trench compaction testing by the Developer shall be by an independent testing laboratory and once every 300 feet, with a minimum of two test locations. Testing and retesting shall be in accordance with the specifications set forth in the current edition of the ISPWC.

3. Manholes

- A. Testing: The Developer shall test sanitary sewer manholes prior to the sewer

manhole being accepted into the collection system. Testing shall be in accordance to current edition of the ISPWC. City personnel shall be present during testing. Failure to have City personnel present during all testing is sufficient reason for requirement to retest. Developer's engineer shall provide certification of testing and testing results to the City.

~~B.~~ Grade rings: In conformance with ISPWC. The grade rings shall not exceed 12 inches in height. "Whirligig" is acceptable for installation.

~~C.~~ Manholes 20 feet deep or greater shall be 60 inch.

~~B-D.~~ Drop manholes not allowed except in special circumstances where other sewer options are not workable.

~~D-E.~~ External sealing system: All manholes shall be water tight. An external sealing system shall be required to be installed on the outside of the manhole at the barrel joints in addition to the joint sealing system specified in the current edition of the ISPWC. The external sealing system shall be Infi-Shield manufactured by Sealing Systems Inc., EZ Exterior Joint Wrap, or City approved equivalent.

~~E-F.~~ Connection into an existing manhole or construction of a drop manhole or special manhole shall not be accepted without full time inspection by City staff or the City Engineer.

~~F-G.~~ Manholes to be grouted. Connection of sewer lines to manholes shall be grouted after the vacuum test is successfully completed.

4. Pressure Sewer Pipes:

A. Materials: All pressure sewer pipe shall be in accordance with the current edition of the ISPWC. Pressure sewer pipe shall be the following:

1. Class 52 cement-lined ductile iron pipe with a fused calcium aluminate cement mortar lining (H₂Sewer Safe) as manufactured by Griffin Pipe Products meeting ANSI/AWWA standards.
2. AWWA C900 PVC DR 18 or AWWA C909 PVC DR 18.

B. Testing: Testing by the Developer shall be in accordance to current edition of the ISPWC. Sanitary sewer pressure mains shall be tested prior to such sewer main being accepted by the City. City personnel shall be present during testing. Failure

to have City personnel present during all testing is sufficient reason for requirement to retest. Developer's engineer shall observe testing and provide certification of testing and testing results to the City. Trench compaction testing shall be completed by an independent testing laboratory and once every 300 feet with a minimum of two test locations.

- C. Locating Wire Boxes: Shall be in accordance current edition of the ISPWC. Locating wire boxes shall be installed on pressure sewer mains at a maximum spacing of 1000 feet and/or at every angle.
- D. Cover: Pressure sewer mains shall have a minimum of 42" cover and a maximum cover of 60". Cover greater than 60" may be allowed where obstructions occur, but must be approved by the City.

5. Sewer Services:

- A. Connection to Mains: Service wyes or tees shall be used on new main installations. Saddles are not acceptable. All sewer services discharge to the sewer main. If a service is approved to discharge to a manhole, the service flow direction shall be pointed down stream and at an angle of less than 45 degrees to the direction of flow. Inserta-tee are allowable only in cases specifically and individually approved by Public Works.
- B. Service lines shall be installed at least 6 feet apart at the main and at least 6 feet from a manhole.
- C. Sewer service installations per SD-511 Type C are not allowed unless specifically approved by the City.
- D. Service Markers: In addition to requirements set forth in the current edition of the ISPWC, sewer services shall also be marked with a 3" permanent wet set stamp in the concrete sidewalk.

6. Septic Tanks

Installations and properties that utilize individual, on site septic systems for sewer service are required to have the septic tank pumped every six (6) years minimum. Evidence of septic tank pumping to be provided to the City.

7. Sewer Lift Stations:

Standard Specifications and Drawings: See "City of Middleton, Idaho Sanitary Sewer

Lift Station Standards" in Appendix A.

STORM DRAINAGE WATER MANAGEMENT

1. General:

All materials, construction, testing, and inspection shall be in accordance to the current edition of the ISPWC. A plan for stormwater management must be approved by the City. All stormwater is to be treated and managed on-site. In certain, site specific cases, the City may approve discharge into canals or drains (or other) at pre-development levels. If storm water is to be discharged off site, it must be treated to quality and standards identified prior to project development, and as required by the jurisdiction of the receiving water. Permission from the jurisdiction receiving the treated ~~stormwater~~ pre-development flow must be documented and any required permits must be in place (National Pollutant Discharge Elimination System (NPDES), license agreement, or other) prior to City approval. Review and approval of offsite storm water discharge at pre-development flow rate will be made on a case-by-case basis. Illicit discharge of storm water is prohibited by the City and the Environmental Protection Agency (EPA).

2. Best Management Practices:

All developments shall use the appropriate "Best Management Practice" (BMP) mitigation measures as defined in the "Catalog of Storm Water Best Management Practices for Idaho Cities and Counties" by Idaho Division of Environmental Quality (IDEQ). Design and construction of BMP and other means of water quality improvements must meet all requirements of the storm water discharge permit for the development (if any) and must be approved by the City Engineer.

3. Collection Piping and Catch Basins:

A. Materials: All storm sewer pipe and catch basins shall be in accordance with current edition of the ISPWC. Storm sewer pipe and catch basins shall be City approved equivalent or the following:

1. All storm drainage pipe shall be ASTM 3034 SDR 35 PVC pipe.
2. ADS N-12 by Hancor, or equivalent may be approved by the City.
3. Trench shall include nonmetallic tape identifying the storm sewer pipe.

4. Minimum size of storm drain pipe shall be 12-inches.
5. Catch basins shall be Type IV for rolled curb and Type 1 for vertical curb.
Catch basins shall have a one (1) foot sump.

- B. Testing: The Developer shall test the storm sewer system prior to acceptance by the City. City personnel shall be present during storm sewer main testing. Failure to have City personnel present during all testing is sufficient reason for requirement to retest. Developer's engineer shall provide certification of testing and testing results to the City. Testing shall be in accordance with current edition of the ISPWC. Trench compaction testing shall be by an independent testing laboratory and once every 300 feet of trench with a minimum of two test locations.
- E. If storm sewer collection pipe discharges into natural drains, sloughs, or canals, the following shall be installed:
 1. A corrugated metal pipe shall be placed at the end of the pipe with a minimum of ten feet (10') of bury into the bank.
 2. Wingwall or other concrete structure to protect the outfall pipe. To be approved by City Engineer during construction plan review.
 3. Riprap of proper size shall be placed around the drain pipe. Riprap size shall be approved by City Engineer during construction plan review.
 4. A heavy-duty, flap gate valve shall be placed at the end of the discharge pipe. Waterman or City approved equivalent.
- D. Stormdrain manhole spacing shall be maximum 400 feet.
- E. Retention and detention basins shall be designed according to Best Management Practices and the ISPWC.
- F. The storm drain system shall be designed to be free draining. There shall be no standing water in catch basins after construction is complete. All water shall dissipate from detention facilities within 24 hours.

4. Swales and

A. Swales are prohibited.

5. swale Swale management Management.

A. When swales are in place existing in the City, they function as the primary component of

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the stormwater management and disposal system for the roads in the subdivision. The swales are located in the City of Middleton road right-of-way and are owned by the City of Middleton, or are in a City of Middleton easement and monitored by the City according to the City's NPDES permit (National Pollutant Discharge Elimination System) by the EPA.

- B. The swales are engineered to collect stormwater runoff from the streets, provide filtration and treatment, then hold the water until it dissipates by percolation into the area soils. Each component of the swale is specifically designed to facilitate the treatment and disposal of stormwater. Therefore, preserving swale geometry and constructed components (sandy bottom, etc. for drainage) is a requirement for proper function and maintenance.
- C. Homeowners typically enjoy the use of the swale area in front of their homes and like to control its appearance, including ground-cover, frequency of irrigation and mowing, and turf health. For this reason, the City allows homeowners to assume the operation and maintenance of the swale area fronting their properties, provided the swales are appropriately maintained to continue their primary function of stormwater management.
- D. The following list of protocols should be observed when maintaining a swale:
 - 1. The sand window in the bottom of the swale should be open and free of grass, weeds, trash, and cobble. The homeowner should rake the sand window at least two (2) times per year to loosen the top sand layer, remove any collected debris, and make sure the sand is in a condition to filter stormwater.
 - 2. If sediment, trash or cobble collects on the sand window, it should be removed by the homeowner as soon as possible.
 - 3. The existing driveway shall not be enlarged or otherwise reduce the footprint of the swale area available for infiltration.
 - 4. The swale should be fully grassed in the side slope area down to, but not over, the sand filter.
 - 5. The grass on side slopes should be irrigated only as needed to preserve the turf

health. Overwatering is prohibited.

6. The grass on the side slopes should be mowed at least every two (2) weeks and the grass clippings collected and disposed. Do not mulch the swale side areas.

7. Runoff into the swale from the driveway, excess irrigation water, and water from activities such as car washing, is prohibited.

56. Storm Water Construction Site Discharge Program. In compliance with the City of Middleton Storm Water Management Program requirements, as contained in NPDES Permit No IDS-028100, the City of Middleton will limit and reduce, to the maximum extent practicable, the discharge of pollutants from construction sites in the City of Middleton through its authority to issue building permits, occupancy permits, or otherwise authorize construction. Discharge of storm water into the City MS4 stormwater system is prohibited without specific and written approval by the City

A. Any applicant or application for development in the City of Middleton which will disturb one acre (43,560 square feet) or more of area is required to prepare a Stormwater Pollution Prevention Plan (SWPP) and file a Notice of Intent (NOI) with EPA. Copies of the SWPP and NOI must be furnished to the City prior to any permit approval.

B. Any applicant/application for development in the City of Middleton which disturbs less than one acre or otherwise does not require filing a SWPP and NOI, shall submit to the City an Erosion and Sediment Control (ESC) Plan.

1. The ESC plan must be prepared and signed by a Plan Designer. The plan shall describe the proposed construction activity or land disturbing activity and the proposed BMPs to be employed to prevent and control any impact to storm water quality during and after construction.

2. The ESC plan shall identify BMPs, as applicable to the site, for control of sediment, flow conveyance, tracking, non-stormwater management, waste management, final site stabilization, protection of adjoining property, and maintenance, inspection, and repair of controls. Provisions for material containment and pollution spill prevention must also be included. The ESC plan preparation and elements should follow the industry accepted standards.

3. The ESC plan should be submitted in conjunction with a building permit application, development application, or application to work in the public right of way.

PRESSURIZED IRRIGATION

1. General:

All materials, construction, testing, and inspection shall be in accordance to the current edition of the ISPWC Divisions. **No cross connection between City water system and pressure irrigation water shall occur.**

2. Irrigation Mains:

- A. Testing: The Developer shall test pressure irrigation mains in accordance to current edition of the ISPWC. Trench compaction testing by an independent laboratory shall be once every 300 feet of trench in the rights of way with a minimum of two test locations. Developer's engineer shall provide certification of testing and testing results to the City.
- B. A valve shall be installed adjacent to and outside of the road right of way, each side, where an irrigation line crosses a public street.

3. Irrigation Services:

- A. Valve Box: All irrigation services shall have a fiberglass valve box installed level and straight with the surrounding ground surface.
- B. Irrigation Service: In addition to the valve box, the service shall provide one (1) hose bib for residential irrigation use. Each service line shall be a minimum of one inch (1") in diameter.
- C. Pressure Irrigation Design: All irrigation shares shall be used for the development.
- D. Service Pressure: The design of the irrigation system shall be to provide every residential building lot a service with a minimum pressure of 25 psi.
- E. Service Flow: The design of the irrigation system shall be to provide every lot with a minimum of six gallons per minute (6 gpm) flow. The design can allow for alternating irrigation schedules, (one miners inch = 9 gpm = 1 share.)
- F. City water shall not be used for pressure testing or temporary irrigation.

4. Pressure irrigation pumping station shall have an improved dedicated access to the

station.

5. Nuisance Water

With the availability irrigation water, overwatering of landscape is a common problem in the City of Middleton. Irrigation runoff from overwatering flows to the street and into the stormwater system where it impacts roadway safety, diminished the roadway service life, increases maintenance responsibilities, saturates the system, creates mud and ponding in borrow ditches, swales and low spots, and decreases the capacity and function of the system. Nuisance flows from overwatering are also a source of pollutants to the storm drain system. It is the responsibility of property owners, HOA's and businesses to adjust their water use and irrigation system operations as needed to maintain landscaping, conserve water and PREVENT irrigation water from flowing to the public street and stormwater system.

STREETS

1. General:

All materials, construction, testing, and inspection shall be in accordance to the current edition of the ISPWC Divisions, City of Middleton Supplemental Construction Standards, and the Highway Standards and Development Procedures for the Association of Canyon County Highway Districts.

2. Rights of Way at Intersections:

The rights of way at section line and quarter section line road intersections shall be configured to dedicate a triangle of area to be used for intersection control improvements. The triangle shall be formed by measuring from the intersection at the edges of the rights of way, 150 feet along each right of way, then connecting the two points with a line. Please see diagram, Appendix B.

3. Widths:

A. Rights of Way Widths

1. All section-line and quarter section-line roads shall be 100 ft (50 ft each side) minimum right of way width.
2. Roads listed below shall have the following right-of-way widths:

<u>Arterials and Collectors</u>	<u>Half-Road Width</u>	<u>Total Road Width</u>
Emmett Road	50 feet	100 feet
Hartley Lane	50 feet	100 feet

Cemetery Road	50 feet	100 feet
Middleton Road	50 feet	100 feet
Duff Lane	50 feet	100 feet
Lansing Lane	50 feet	100 feet
Kingsbury Road	50 feet	100 feet
Blessinger Road	50 feet	100 feet
Can-Ada Road	50 feet	100 feet
9 th Street	50 feet	100 feet
Willis Road	50 feet	100 feet
Meadow Park Boulevard	50 feet	100 feet
Purple Sage Road	50 feet	100 feet
Cornell Street	50 feet	100 feet
River Street	50 feet	100 feet
Landruff Lane	50 feet	100 feet
Canyon Road	50 feet	100 feet
Freezout Road	50 feet	100 feet
El Paso Road	50 feet	100 feet
Lincoln Road	50 feet	100 feet
Peel Street	50 feet	100 feet
KCJD Road	50 feet	100 feet
Wood Avenue	50 feet	100 feet
Bass Lane	???	???

The City may approve reduced right-of-way along section and quarter-section line roads if sidewalks are detached and in an easement outside of street right-of-way. All other roads in the City are considered local roads and shall have a half-road right-of-way width of twenty-five (25) feet and a total right-of-way width of fifty (50) feet.

B. Improved Section: All improved sections classified as local roads shall have widths from back-of-curb to back-of-curb of thirty-eight (38) feet. Developments that submit improved sections different from the standard may be evaluated and approved on a case-by-case basis

~~C. Private driveways may be constructed to access up to three (3) single family residences. Private drives will be reviewed on a case-by-case basis and specifically approved by the City. Private drives will not be allowed to access more than three (3) single family residences.~~

~~D.~~ The City of Middleton supports street design wherein storm water management and disposal of stormwater utilizes storage and treatment without adversely

impacting water quality or water bodies of the United States. The City may allow bioswales or other proven disposal methods that incorporate natural treatment in the construction methods. If an alternative section or stormwater treatment method is to be submitted, the developer shall include a narrative and supporting engineering data that would aid in the review process. Each design submittal will be reviewed based on the specific merits of the design and other factors such as treatment utilized, proximity to water bodies, multi function and use, and comprehensive storm water disposal design.

- ED. There shall be no new power-utility poles, transmission structures or substations located within sixty (60) feet of the centerline of section line and quarter section line roads or within the site triangle unless individually and specifically approved by the City in a license agreement.

4 Private Lane

- A. A private lane may be constructed to access up to three (3) single-family residences. Private lanes will be reviewed on a case-by-case basis and specifically approved by the City. Private lanes will not be allowed to access more than three (3) single-family residences.

5. Street Section Properties:

- A. Materials: All streets shall be constructed in accordance the current edition of the ISPWC and this Middleton Supplement to the ISPWC.
1. Structural sections to conform with urban road section standard drawings in Appendix B.
 2. Asphalt: Plant mix design shall be submitted two weeks prior to asphalt placement and shall meet the requirements of a Class III mix or better.
- B. Testing. The Developer shall test the roadway materials and placement per ISPWC. Storm drain facilities to be tested by the developer and functionality verified by the City. Contact the City for testing protocol for storm drain facilities. Developer's engineer shall provide certification of testing and testing results to the City.
1. Testing shall be by an independent testing laboratory and completed once

every 8,000-square ~~300 linear~~ feet with a minimum of two tests.

2. Asphalt: Density tests shall be performed by an independent testing laboratory and once every 8,000 square feet with a minimum of two tests. Core samples verifying thickness of asphalt shall be provided to the City.

5. Curb & Gutter:

- A. Materials: All curb & gutter shall be constructed in accordance with the current edition of the ISPWC and shall have a minimum 28 day compressive strength of 4000 psi. ***Fiber mesh shall be included in all concrete construction.*** The Developer shall provide concrete testing per the ISPWC.
- B. Expansion Joints:
 1. Shall be required in non-extruded curb and gutter at the beginning and end of all points of curvature.
 2. Shall be required at all joints between new concrete and existing concrete.
- C. Type of Curb:
 1. Residential streets interior to subdivisions: Standard 3" rolled curb and gutter.
 2. Exterior streets and Collector streets: Standard 6" vertical curb and gutter.
- D. Valley Gutters: Valley gutters shall be a minimum of 10" thick and 4'-0" wide with #4 rebar longitudinal at 12" on center and #4 rebar on both ends and in the middle. Valley gutter base shall be a minimum of 6" thick of three-quarter inch (3/4") crushed aggregate gravel placed as specified in Section 802 ISPWC.
- E. Base for curb, gutter and sidewalks required to be tested every 300 lf

6. Sidewalks:

- A. Materials: All sidewalks are concrete and shall have a minimum 28 day compressive strength of 4000 psi. ***Fiber mesh shall be included in ALL concrete***
The Developer shall provide concrete testing per the ISPWC.
- B. Sidewalks shall be completely within street right-of-way or completely within an easement outside of street right-of-way, and shall not be partly in right-of-way and partly in an easement.
- C. Width:
 1. Sidewalks along both sides of local roads shall be minimum of five feet (5').
Sidewalks, trails or pathways along both sides of section and quarter-section

line roads shall be ~~ten~~ eight feet (40'8") wide . Other pathways shall be ten (10) feet wide.

- D. Trees may only be planted in public rights of way with a license agreement.
1. No trees are allowed to be planted in the forty foot (40') sight triangle.
 2. No vegetation, fences, berms or other obstruction taller than three feet are allowed within the sight triangle.
 3. Tree planting of any type is prohibited within ten feet (10') of any seepage bed or sand filter facility, structure, piping system, fire hydrant or utility box.
 4. Class I, Class II, and Class III trees (listed in Appendix A) may be planted a minimum of five feet (5') away from sidewalk. All other trees not listed shall be planted at least fifteen (15') feet behind the back of the sidewalk.

E. ~~E.~~ Bore or channeling under a sidewalk is not allowed for any reason including water service, sewer service or irrigation system installation. Sleeves may be installed with approval from the City.

F. Base for curb, gutter and sidewalk is required to be tested every 300 lf.

7. Vertical Alignment

- A. Any variation from grade which causes localized ponding will not be allowable.
- B. Minimum Slope: Minimum slope of curb and gutter, measured parallel to the street centerline, shall be at least 0.40%.
- C. Vertical grade change of 1.5% or greater requires a vertical curve.

8. Miscellaneous:

- A. Street Cuts or Closures: The City shall be notified in writing at least two (2) City business days before any street cuts or street closures for utility or street work.
- B. Vandalized Concrete: Any concrete vandalized during construction shall be repaired to new condition or replaced solely at the contractor's expense.
- C. Prior to pouring valley gutter, curb & gutter and sidewalk a representative for the City shall approve compaction test results of the subbase material.
- D. No trees or bushes shall be planted in the public right of way or in the utility easement running parallel and adjacent to the public right of way.
- E. A box is required on each side of the right of way for gravity irrigation crossings.
- F. The minimum Level of Service for intersection operation in the City of Middleton

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is Level C.

9. Street Lights

- A. Street lights shall be installed at intersections, cul-de-sacs and at a maximum of 400 foot intervals, or as sufficient to support safety for all users, including pedestrians and non-motorized users.
- B. Lighting layouts shall be submitted to the City Engineer for review and approval. Street lights are required to be furnished and installed per ISPWC Section 1102 and must generally conform to the following standards:
 - 1. Poles: 25 feet high 4"SSS anchor base steel poles.
 - 2. Luminaries: Shoe box style luminaries, LED source 56 watt minimum.
Installation of OFF GRID solar lighting is encouraged in new developments, especially in common areas and at locations on public streets, as designated by the City. Installation of OFF GRID solar lighting is required for parks and public buildings. All lighting planned and specified for installation, including solar, shall be submitted to the City for review and approval. Include specifically luminaire type, battery type, photovoltaic controller, temperature controller and other protective features. Conventional electric street lights are owned by the City of Middleton but maintained by Idaho Power.
 - 3. Decorative lights or lights other than as specified above will be reviewed by the City on a case-by-case basis.
 - 4. No direct bury steel or Wood poles are allowed to be installed.

- 10. Street Signs. Posts shall be type E-1 as shown in SD-1 130 of the ISPWC with 14 gauge wall thickness. Street signs shall be in conformance with Manual on Uniform Traffic Control Devices and shall be a nine-inch (9") blank, six-inch (6") all capital lettering, no border with retro-reflective, high intensity background, with the street type superscript (upper right). Submit a shop drawing to the City for approval. Speed limit signs shall be installed by the developer - 20 mph for subdivision roads.
- 11. Fiber Optics. The City requires a fiber-optic based network be available in subdivisions so each roof top has access to fiber-speeds and fiber-volumes for data transfer. Fiber speeds/volume shall be delivered to each roof top or a blank conduit installed in joint trench or co-located in the front 10 foot utility easement.

Developer shall install conduit and boxes for fiber optics in all local collector, collector and arterial street rights-of-way on or abutting the property being developed and to-and-through the project limits. Conduit shall be two (2) PVC 2 ½ inch conduit with brackets every 5 feet or less and locate wire. Pipe shall be Schedule 40, 24" bury (min) and sand bedded and installed in the rights of way. Conduit shall be installed with a fiberglass locate stake at every terminus and junction box or pull box at every intersection and bends of 90° and greater. Junction box(es) to be telecom vault (Larken or approved equal) 350 gallon, with cast iron ring and telecom lid. A conduit placement plan shall be submitted to the City for review. The plan shall detail the location, size and number of conduit and may be included or shown on utility plan sheets.

12. Traffic Impact Analysis. Per Middleton City Code, all subdivisions with more than 25 residential lots shall provide a traffic impact analysis. A traffic impact analysis may also be required by the City on a case by case basis. The traffic impact analysis shall consider at least the following:

- Obtain new AM and PM peak hour turning movement counts at study intersections identified by the City of Middleton.
- Coordinate with COMPASS to determine the most current background traffic forecasts.
- Estimate site traffic.
- Evaluate study intersections operations and recommend improvements to mitigate the AM and PM peak hour traffic impacts for the following traffic conditions:
 - Existing traffic
 - Horizon year (5 years beyond build out year) background traffic
 - Horizon year (5 years beyond build out year) site plus background traffic
- Assess the need for exclusive turn lanes and intersection control at study intersections and the proposed site access intersections for all traffic conditions described above. The City may include additional conditions to be evaluated.
- Evaluate traffic operations at the proposed site access intersections.
- Estimate the site traffic portion and percentage of the total entering traffic for each study intersection.
- Summarize the results.

13. Monuments Disturbed by Construction Activities. Idaho Code 55-1613 shall be observed in the City of Middleton. IC 55-1613 partially reads:

All monuments, accessories to corners, benchmarks and points set in control surveys that are lost or disturbed by construction shall be reestablished and

remonumented, at the expense of the agency or person causing their loss or disturbance, at their original location or by setting of a witness corner or reference point or a replacement benchmark or control point, by or under the direction of a professional land surveyor. Please see Idaho Code 55-1613.

- 13.14. Preconstruction Meeting. The NOI must be filed and all necessary approvals, including City of Middleton, DEQ, highway district, Idaho Transportation Department (ITD) or others shall be in place prior to scheduling a preconstruction meeting. Joint trench design is required to be ~~circulated~~ furnished to the City 48 hours in advance of the preconstruction meeting and a construction schedule developed at the preconstruction meeting.

DRIVEWAYS:

Individual driveway approaches onto public roads are established at building permits issuance, per the site plan submitted. If the approved driveway needs modified, or an additional driveway or driving strips are requested, an application for an approach permit application is required to be submitted to the City. Upon receipt of the application, the City will evaluate the request per standards for site distance, lot coverage, impacts to stormwater facilities and other applicable items. If there are swales for stormwater treatment, the City may require installation of a partially-perforated culvert, perforations facing downward, with trash-racks on each end underneath the additional driveway or drive strips.

Residences having a three (3) car garage shall have a driveway width at least equal to the three (3) car garage that extends from the garage to the abutting public street.

Driveway Design Requirements on Local Roads

1. Where vertical curbs are required, residential driveways shall be restricted to a maximum width of 20-feet. These driveways may be constructed as curb cut type driveways.
2. All driveways are required to be paved full width and at least 30-feet into the site from the edge of pavement of the adjacent road.
3. If a driveway taking access to a public road is to be gated, the gate or keypad

(whichever is closer to the road) shall be located a minimum of 50 feet from the adjacent road so the accessing vehicle is fully out of the traffic lane. An on-site turnaround shall be provided.

ACCESS

Local Roads

1. The primary function of a local road is to serve adjacent property. Adjacent property will usually have unrestricted access to the road, except near intersections, and Average Daily Traffic will be less than 2,000. Direct lot access to local roads from adjacent property is permissible.
2. Driveway Spacing Near Intersections. Driveways on local roads shall be located a minimum of 75 feet (measured centerline of road to centerline driveway) from the nearest road intersection. This is not applicable for single family dwelling units with lot sizes less than 75 feet in width.
3. Successive Driveways Away from intersections, there is no minimum spacing requirements for access points along a local road, but the City does encourage shared access points where appropriate.

Roads Other than Local

1. With the exception of collector roads located approximately one-half mile from adjacent arterial intersections, all new access, public or private, onto an arterial, collector, local collector, section-line or quarter-section line road, will be restricted to right-in/right-out access. The right-in /right-out access will include construction of a median type, to be approved by the city.
2. Direct access from roads other than local roads is permitted only when reasonable access cannot be obtained otherwise, as determined at the sole discretion of the city.
3. Additional access is not permitted upon the splitting or dividing of parcels of lands or contiguous parcels under the same ownership. The City may approve shared access or cross access may be permitted internally from the existing access.
4. Access near intersections is restricted and must be a minimum of 660 feet from the

intersection and outside the functional area of the intersection in cases where the functional area may extend beyond the minimum distance.

PARKING LOT DIMENSIONAL STANDARDS: See attached drawing

PROJECT INSPECTION:

1. On Site Inspection:
 - A. The developers licensed engineer must supervise or conduct construction observation and inspection for all construction. See "Project Log" at paragraph 1.E below.
 - B. The City shall be informed of the inspector's name, office location, phone number, and emergency telephone numbers if different from the developers licensed engineer.
 - C. No water, sewer, street, or drainage construction shall take place without inspection.
 - D. Periodic inspection shall be conducted by the City and/or the City Engineer, at no

charge to the Developer, as detailed below:

WATER SYSTEM

1. Connection to existing main
2. Thrust block installation (to be batched concrete).
3. Potable and non-potable line crossings
4. Verify bedding, finder wire, valve configuration and metallic tape placement
5. Service installation. **City to verify materials and installation on first services installed.**

SEWER SYSTEM

1. Connect to existing main or manhole
2. Verify pipe bedding
3. Manhole EZ Wrap
4. Drop manhole or special manhole construction
5. Verify with contractor top cone placement for 12-inch grade rings

FIBER OPTICS CONDUIT

1. Verify placement generally per plan

PRESSURIZED IRRIGATION

1. Valves each side of right of way crossings
2. Verify bedding and depth in right-of-way

STREETS

1. Subgrade
2. Stormdrain installation. Seepage beds/swales to free draining or other to be determined (TBD).
3. Sidewalk and valley gutter – top of base course
4. Fiber mesh in concrete
5. Rebar in valley gutter
6. Valley gutter 10 inches deep
7. Placement of road base
8. Paving
9. Concrete collars

E. Project Log: The on-site project inspector shall keep a written and photographic log detailing the daily activities of the project. The written and photographic log shall consist of the following (minimum):

1. Written: A written description of the daily activities including materials used and construction completed. Notes should also include day, time, weather conditions and any activity out of the ordinary.
2. Photographic: Inspector shall keep a photographic journal detailing connections to existing City utilities, pipe intersections (thrust blocks), valves, and manhole connections. Photos to be identified by stations or other location as represented on the plans and date.

F. Prior to any work within the City streets and rights-of-way, a permit to work in the public right of way shall be obtained from the City.

G. The City is required to inspect or observe the following:

1. Water main pressure test per ISPWC
2. Sewer main pressure test per ISPWC
3. Sewer main CCTV and mandrel test per ISPWC
4. Sewer manhole vacuum test per ISPWC
5. Stormwater mainline pressure test per ISPWC
6. Pressure irrigation system pressure test per ISPWC
7. Subgrade inspection after water, sewer and joint trench and prior to hauling sub-base material.
8. Stormwater facilities installation, i.e. – seepage beds or swales
9. Water bacteria testing (two tests – at least 24 hours apart).
10. Water system continuity test
11. Irrigation pump station functional

2. Project Completion Packet:

The project completion packet consists of the items below compiled in a packet and submitted to the City. At the completion of construction, before the release of any security posted with the City, and before the City issues occupancy permits or signs the final plat, the City shall receive:

1. A copy of the inspection log;

2. A copy of the photographic journal;
 3. Three (3) copies of legible Record Drawings and a digital copy of the record drawings in CADD as specified by the City
 4. A digital copy of the final plat including the installed location of the water mains, valves, sanitary sewer mains, manholes, cleanouts, and storm sewer infrastructure including mains, inlets, containment areas and O/S boxes. Digital copy shall be in CADD and state plane coordinates or as requested by the City;
 5. All test results shall be certified to the City by the developer's licensed Engineer.
 6. All testing per ISPWC and Middleton Supplemental to be complete and added to the completion packet including water tests, pressure irrigation, compaction, etc. A graphic or plan sheet correlating the location of every project compaction test shall be included.
 7. Irrigation as-built drawings shall be supplied to the city and the home owners association
3. Final Inspection:
- A. The Developer's project engineer shall do the initial final inspection.
 - B. After the project engineer completes the walkthrough, he/she will submit a statement certifying a final walkthrough has been completed by him/her and the project has been constructed in accordance with the ISPWC and City of Middleton Supplemental Specifications and is generally in conformance with the record drawing submitted and certify to the City that the project is ready for final inspection. The City will then schedule a final inspection.
 - C. The project completion packet shall be filed with the City and deemed complete prior to request for final inspection.
 - D. Final project inspection shall be by the City Engineer or a representative of the City Engineer.
 - E. Final inspections shall be requested by the developer's engineer and scheduled with the City Engineer at least two (2) City working days in advance.
 - F. Punch List:

1. The City Engineer will develop a "punch-list" of items.
2. When all items contained on the City's punchlist are completed and confirmed completed by the City, the City will issue a certificate of completion at which time the warranty period will start. Please see Appendix B for certificate of completion.

G. A one year warranty walkthrough will be performed by the City. A list of any infrastructure found to be defective, failing, or damaged will be provided to the developer. Repairs to items identified in the warranty walkthrough shall be verified complete by the City in 45 days or less.

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APPENDIX A

STANDARD SPECIFICATIONS AND DETAILS

for

SANITARY SEWAGE SEWER LIFT STATIONS

1. INTRODUCTION: The following sewage lift station specifications provide minimum

design requirements for proposed lift stations in the City of Middleton.

2. GENERAL REQUIREMENTS:

1. City Review and Acceptance:

- A. All sewer lift stations shall be reviewed by the City prior to final plat submittal.
- B. The City shall approve the selected sanitary sewer lift station mechanical components, electrical components, and construction materials used in the proposed lift station prior to final plat approval.
- C. The developer's engineer shall provide the City with a complete operation and maintenance manual for the lift station prior to final walkthrough.
- D. The developer's engineer shall provide for the City's staff operation training prior to final walkthrough.
- E. All lift stations shall be duplex type and National Electrical Manufacturers Association (NEMA) rated as applicable.

2. Wet Well:

- A. Wet wells shall have a minimum diameter of six feet (6), and made of precast concrete or City approved equivalent.
- B. Wet well volume requirements shall be determined using "The Ten States Standards" and the appropriate design parameters and service area as defined by the City.
- C. Wet well shall have a watertight outer coating or liner.
- D. Wet well shall have an access cover for the pumps. The cover shall be one size larger than required by the pumps, but not less than 36" x 48". The access hatch shall be aluminum and traffic rated and lockable.
- E. Wet well vents shall be no less than four inches (4") in diameter and be covered with a screen and capped.
- F. Wet wells shall be configured to reduce turbulence in wet well. The pipe shall be drop pipe or shall be properly placed to mitigate turbulence.
- G. Wet wells shall be equipped with a duplex pump system with surface bypass pumping capabilities.

3. Valve Vault:

- A. A valve vault is required.
- B. Vault shall meet DEQ and City of Middleton requirements.
- C. Valve vault shall have a floor drain to drain accumulated water back to the wet well.
- D. The minimum valve vault depth shall be at least 78 inches.
- E. Access cover in valve vault shall have dimensions not less than 36"x 48" and the opening location approved by the City. The access cover shall be made of aluminum and be lockable. The cover shall be traffic-rated.

4. Pumps:

- A. As a minimum, the station shall be sized for a duplex pumping system.
- B. Pumps shall be designed for a minimum solids handling capacity of three inches (3").
- C. Impeller may be a non-clog or grinder type impeller with adjustable wear plate as determined by the City of Middleton. Pumps shall be ABS or City-approved equivalent.
- D. Stainless steel guide rails with a minimum diameter of two inches (2").
- E. Stainless steel lifting cable, 5/16" dia, and shall have a stainless steel clevis hook at the connection to the pump. The steel lifting cable shall be equipped with 1 foot diameter stainless steel ring (D ring or approved other) at no more than 20 foot intervals measured up from the pump. At the ring and clevis, the lifting cable shall be connected by a 1-foot loop - each side. Submit shop drawing for City review and approval.
- F. Stainless steel anchor bolts.
- G. Stainless steel bolt packs with full face gaskets inside the wet well.
- H. Explosion proof pumps, wiring and J-boxes
- I. Pipe and cam lock fitting to allow for bypass pumping.
- J. Variable frequency drives with harmonic filters shall be installed for pumps five horse power (5 hp) and larger
- K. All pumps shall be soft start pumps.
- L. Pump controls to be pressure transducer based and have redundant float installation.

5. Station Piping and Valves:

- A. Piping into and out of the lift station and valve vault shall be ductile iron for a minimum of 10 feet.
- B. Valves shall be resilient ball valves or resilient swing check valves. Manufacturer to be approved by City of Middleton. Isolation valves shall be one-quarter (1/4) turn resilient wedge plug valves, Mueller or City approved equivalent.
- C. Piping and valving shall be designed so there is positive drainage into the wetwell.
- D. Piping shall be Class 52 cement-lined ductile iron pipe with a fused calcium aluminate cement mortar lining (H₂Sewer Safe) as manufactured by Griffin Pipe Products meeting ANSI/AWWA standards

6. Site Requirements:

- A. A yard light with motion detector.
- B. A four inch (4") base of three-quarter inch (3/4") gravel compacted to ninety-five percent (95%).
- C. Site may be required to install buffing landscaping.
- D. A fire hydrant within 50 feet and on the same street side of the lift station building.
- E. Control building if installed and as required, shall meet the following:
 - 1. Pre manufactured or built in place construction;
 - 2. Minimum interior dimension of ten feet by ten feet (10'x10');
 - 3. An interior light door light and an exterior motion light;
 - 4. Adjustable and on/off interior heating
 - 5. SCADA System antenna mounting supports.
 - 6. Supports and mounts for the control system of the lift station.
 - 7. Exterior walls shall be rock, brick or other fascia to four feet above grade to prevent staining and degradation of the building exterior walls.
- F. Lift station slab shall be four inch (4") thick continuous fiber-mesh reinforced concrete slab.
- G. A street light shall be provided adjacent to the access road to the lift

station, as required and as applicable.

- H. Access shall be surfaced with four inches (4") of three-quarter inch (3/4") gravel 15 feet wide
- I. A stainless steel adjustable lift pump hoist shall be provided, Halliday D3B36B or City approved equivalent.
- J. A stainless steel embedded socket base shall be provided and installed to the City specifications for the lift pump hoist, Halliday or City approved equivalent.
- K. A post in concrete with stainless steel embedded socket as a anchor to attach a safety harness to while maintenance is being performed..
- L. Yard shall be fenced using six foot (6') chain-link with privacy slats and topped with three strands of taught barbed wire as approved by the City. Two access gates shall be provided, one three foot (3') wide gate for people and one 14 foot wide vehicle gate, at locations approved by the City.

7. Controls:

- A. Control panel shall have a dead front enclosure.
- B. Submerged transducers with a sounding tube and suited for sewage, supported with removable stainless steel cable system.
- C. Two floats. One float for emergency high level and one float for pump shutoff high level/low level.
- D. Programmable level control.
- E. Hands, off, and auto switches provided for each pump.
- F. Flow meters for each pump with flow display continuous.
- G. Accessible junction box above-ground with removable seal located on all cables entering the wet wells.
- H. Manual transfer switch with generator receptacle.
- I. 500 watt heater with thermostat in panel.
- J. High level / low level alarm light with manual reset.
- K. Outside alarm beacon illuminated when high level alarms occur.
- L. Auto - dialer with six (6) hour battery back-up.

- M. Underwriters Laboratory (UL) listed control panel matching pump manufacturer with full electronic read-out and gasketed cover on outer door.
- N. Laminated schematic on inside of front door with panel serial number.
- O. Night light for panel repair at site.
- P. Lift station shall be remote radio and City SCADA system control compatible.
- Q. Seal fail indication on each pump.

8. Spares Parts:

- A. Five (5) each spare fuses of each size.
- B. One (1) each spare relay of each size.
- C. One (1) each spare transducer and controller with cable.

9. Local Service & Warranty:

Five (5) year pro-rated warranty on pumps and one (1) year on control panel.
Local factory authorized warranty repair facility within 50 miles of station location.

3. BACK-UP GENERATOR:

- A. A back-up generator shall be required and installed for a lift station which has pumps that are 15 HP and larger. For lift stations with a pumping size less than 15 HP it is acceptable to provide a gas powered by-pass pump with the appropriate plumbing for a complete system.

APPENDIX B

Miscellaneous Drawings, Check Lists, Applications, and Requirements

City of Middleton
Pre-Construction Submittal Checklist

General Submittal Category	Submittal Sub-Category	Yes	No	NA
Water	Fire Hydrants			
	Flushing Hydrants			
	Blow-Offs			

	Pipe			
	Pipe Fittings			
	Pipe Valves and Boxes			
	Locating Wire			
	Service Lines			
	Service Saddles			
	Corporation Stops			
	Curb Stops			
	Meter Setter and Appurtenances			
	Meter Lids (single knockout)			
	Meter Vaults			
Gravity <u>Sanitary</u> Sewer	Pipe			
	MH Base, Section, and Cone			
	MH Ring and Cover			
	MH Boot			
	MH Joint Sealant Between Barrels and Cone (mastic, gasket, or conseal)			
	MH Joint Sealant Exterior Sealant (Vulkem 116)			
	Manhole Joint Exterior Wrap (EZ Wrap)			
Pressure <u>Sanitary</u> Sewer-Pipe	Marking Tape			
	Pipe			
	Fittings			
	Locating Wire			
Sewer Services	Clean-Out			
	Service Line			
Stormwater <u>Sewer</u>	Service Connection (tee or wye)			
	BMPs			
	Pipe			
	MH Base, Section, and Cone			
	MH Ring and Cover			
	MH Boot			
	MH Joint Sealant Between Barrels and Cone (mastic, gasket, or conseal)			
	MH Joint Sealant Exterior Sealant (Vulkem 116)			
	Manhole Joint Exterior Wrap (EZ Wrap)			
	Geotextiles			
	Sand and Grease Trap			
Pressure	Catch basins			
	Irrigation Design			

Irrigation System	Pipe and Fittings			
	Service Pipe and Fittings			
	Valve Box			
	Irrigation Entity Approval Letter			
Street	Concrete Mix (fiber)			
	Asphalt Mix			
	Base Materials - 3/4"			
	SubbBase Materials - Pitrun			
	Thermoplastics			
	Street Lights (LED)			
	Fiber Optic			
	Street Signs and Posts			

City of Middleton
Post-Construction Submittal Checklist

General Submittal Category	Submittal Sub-Category	Complete		
		Yes	No	NA
Water	Pressure Test			
	Bacteria Test			
	Continuity Test			
	Thrust Blocks Documentation			
	Trench Compaction Test			
Gravity Sanitary Sewer	TV Inspection (CD and Notes)			
	Air Test			

	Manhole Test			
	Trench Compaction Test			
Pressure Sanitary Sewer Pipe	Pressure Test			
	Continuity Test			
	Trench Compaction Test			
Sewer Services	Air Test (part of Gravity Sewer)			
Storm-Sewer/water	TV Inspection (CD and Notes)			
	Air Test			
	Manhole Test			
	Trench Compaction Test			
Pressure Irrigation System	Pressure Test per ISPWC			
Street	Subgrade Compaction Test			
	Sub-base and Base Compaction Test			
	Curb Compaction Test			
	Sidewalk Compaction Test			
	Construction Notes/Logs			
	Construction Photos			
	Concrete Testing per ISPWC			
Additional Documents	As-Built Drawings (3 copies)			
	Pressure Irrigation As-Built Drawings			
	Digital Plat			

CERTIFICATE OF COMPLETION

DATE OF ISSUANCE: July 19, 2019

Project: Stonehaven Subdivision No. 1

Development Owner: WTW Development, LLC

Design Engineer: Rock Solid Civil – Jim E Coslett PE ID 10692

The Work to which this Certificate applies has been received by a representative of the City of Middleton, and Work is hereby declared to be complete in accordance with the requirements set forth by the City and the City Engineer:

ITEMS REMAINING TO BE COMPLETED:

1. Replace vertical turbine discharge head to allow access hatch to fully open prior to August 16, 2019.
2. Install perimeter fence around pump station prior to August 16, 2019.
3. Repair leaking irrigation diversion structure prior to August 16, 2019.
4. Install 20mph speed limit signs prior to first certificate of occupancy for Stonehaven No. 1.
5. Submit as-built drawings for irrigation pump system prior to August 16, 2019.

July 19, 2019
DATE OF COMPLETION

The City of Middleton recognizes this project as complete and all warranties shall start as of the above date of completion.

ACCEPTANCE OF THIS CERTIFICATE OF COMPLETION:

City of Middleton:

City Engineer:

By _____
Date

By _____
Date

1103 W Main St.
Middleton ID 83644
(208) 585-3133

**APPLICATION AND PERMIT TO EXCAVATE
IN PUBLIC RIGHTS OF WAY WITHIN MIDDLETON**

DATE:	NAME:	MCC
JOB:	COMPANY NAME:	Office Use Only
		Permit No:
		Rec. No:
JOB LOCATION:	COMPANY ADDRESS:	Fee: (Check One)
		\$25.00
		\$50 over 150 SF
COMPANY PHONE:		

UTILITY: (Check One)	Distance from Center Line:	ROW Line:
Overhead	Angle of Crossing:	Potential:
Underground	Size of Pipe:	Pressure:
Surface	Vertical Clearance:	Depth:
Attach drawing of work to be performed and applicable traffic control plans.		
Description of Work to be Performed:		Special Provisions:
I certify that I am the authorized utility company representative and request permission to construct the above facilities within the City of Middleton right of way in accordance with the General Provisions attached with this form. The special provisions and the plans are made a part of this permit.		
Applicant Name (Please Type or Print above)		
Signature of Authorized Representative (Sign Above)		
Date		
Subject to all terms, conditions and provisions shown on this form or attachments, permission is hereby granted to the above named applicant to perform the work described above.		
LOCAL GOVERNMENT APPROVAL		
Public Works Supervisor		
DATE:		

The following must be included with this application: (Check to confirm attached.)

1. Certificate of Liability Insurance

Showing at least \$500,000 Personal Injury and \$1,000,000 General Aggregate. We reserve the right in more sensitive locations to request higher limits.

- 2. Bond** In the amount of 115% of project until completion, and 10% of completed work for one (1) year after completion, executed by your insurance/bonding agent. The original shall be kept on file with the Middleton City Clerk.

3. Inspection Fee

Cash in the amount of \$500 for projects in excess of 100 feet and \$200 for projects 100 feet or less. Any excess will be refunded; any deficiency will be billed.

Date

Work Schedule

Work Begins

Work Completed

End of Warranty Period (to be modified accordingly based on actual completion of work)

NOTES:

- A) An inspection of the proposed location of improvements (with appropriate premarking) shall be requested of the Public Works Supervisor prior to the issuance of any permit.
- B) All trench repair/backfill shall be in accordance with ISPWC standards.
- C) Compaction tests shall be completed in accordance with ISPWC and submitted to the City.
- D) **No Paving** will be allowed in City Rights of Way after **October 15** or below the temperature as required by ISPWC. All paving will be inspected and completed in accordance with ISPWC Standards.
- E) **No Construction** will be allowed in Public Right of Way after **November 15**. All completed construction will be accompanied by an approved inspector's report.
- F) The Public Works Supervisor will determine spring start up dates.
- G) Contractor's hours of operation will be 7:00 am. to 4:00 pm. Monday through Friday.
- H) In any case of street cuts, the permittee shall be required to back fill street cut and provide at least a temporary surface repair within 48 hours of opening such cut. Upon back filling any street cut and allowing access of such area to the public, the surface of such cut shall be kept in a maintained condition by the permittee until permanently restored.
- I) If driveway approach culverts are required. The Public Works Department shall approve the culvert size, which in any event shall not be less than **12 inches in diameter**.
- J) Reasonable notification to the public and the Fire Department. Quick restoration of City service disruption (water, sewer, and traffic) is contractor's responsibility.

CONTRACTOR INFORMATION SHEET

Please fill in the following information:

(Date Completed: _____)

COMPLETE NAME OF COMPANY/CONTRACTOR:				
CORPORATION	PARTNERSHIP	JOINT VENTURE	PROPRIETOR	
MAILING ADDRESS:				
OFFICE PHONE:		EMERGENCY PHONE (24 hrs):		

PERSON(S) TO CONTACT:			
NAME OF LOCAL LIABILITY INSURANCE COMPANY:			
AGENT'S NAME:			
MAILING ADDRESS:			
OFFICE PHONE:		EXTENSION NO:	
PERSON(S) ALLOWED TO SIGN FOR PERMITS:			
NAME:		TITLE:	
TYPE OF WORK PERFORMED BY YOUR COMPANY			
CONCRETE WORK		ASPHALT WORK	
DRIVEWAY APPROACHES		DRIVEWAY TIE-INS	
SIDEWALKS		ALLEYS	
CURBS & GUTTERS		STREETS	
EXCAVATION ONLY (ON THOSE ITEMS MARKED ABOVE)			
WATER LINES		SEWER LINES	
OTHER WORK AS SPECIFIED:			

GENERAL PROVISIONS

1. During the process of the works such as barricades, lights and other traffic control devices shall be erected and maintained as may be necessary or as may be directed for the protection of the traveling public. Said barricades, lights and other traffic control devices shall conform to the current issue of The Manual on Uniform Traffic Control Devices for Streets and Highways. Parked equipment and stored materials shall be as far from the travelway as feasible. Items left overnight within 30 ft. of travelway shall be marked and/or protected.
2. In accepting this permit, the permittee, its successors and assigns agree to hold the City

of Middleton harmless from any and all liability on account of the erection, installation, construction, maintenance or operation of the facilities located under this permit.

3. Except as herein authorized, all underground crossings shall be bored & decked. No excavation shall be made or obstacle placed within the right of way of the City or Middleton in such a manner as to interfere with travel over said roadway.
4. Any disturbance of the traveled surface of the road and/or traffic control devices shall be restored to the satisfaction of the Public Works Supervisor.
5. If the work done under this permit interferes in any way with the drainage of the roadway, the permittee shall wholly and at his own expense make such provision as the Public Works Supervisor may direct to provide for said drainage.
6. On completion of said work herein contemplated all rubbish and debris shall be immediately removed and the roadway and roadside shall be left neat and presentable to the satisfaction of the Public Works Supervisor.
7. All of the work herein contemplated shall be done to conform with current government and industry standards under the supervision and to the satisfaction of the Public Works Supervisor and the entire expense of said supervision shall be borne by the permittee.
8. The City hereby reserves the right at any time in the future to order the change of location or the removal of any structure(s) or facility(ies) authorized by this permit. Said change or removal to be made at the sole expense of the permittee, or its successors and assigns, unless such structure(s) or facility(ies) have been located pursuant to the special provisions.
9. All such changes, reconstruction or relocation by the permittee shall be done in such a manner as will cause the least interference with any of the functions of the City of Middleton.

This permit or privilege granted under _____ shall not be deemed or held to be an exclusive one and shall not prohibit the City of Middleton from granting other permits or franchise rights of like or other nature to other public or private utilities, nor shall it prevent the City of Middleton from using any of its roads, streets, or public places or affect its right to full supervision and control over all or any part of them, none of which is hereby surrendered.

The City may revoke, amend, amplify or terminate this permit or any of the conditions herein enumerated if permittee fails to comply with any or all of its provisions, requirements or regulations as herein set forth or through willful or unreasonable neglect, fails to heed or comply with notices given, or if the utility herein granted is not installed or operated and maintained in conformity herewith.

12. The permittee shall maintain at its sole expense the structure or subject for which the permit is granted,
13. Adequate drawings or sketches shall be included showing the existing and/or proposed location of the facility with respect to the existing and/or planned location of the road

improvement, the traveled way, the rights of way lines, and where applicable, the control of access lines and approval access points.

14. If trench or pavement settlement should occur within two years from the date of installation, repairs shall be made by the permittee as directed by the Public Works Supervisor at no cost to the City. If the permittee fails to make the necessary repairs, the City will make the repairs and bill the permittee. No new permits shall be issued to the permittee until such claim has been settled.
15. No work shall be started until an authorized representative of the Public Works Department has given notice to the permittee to proceed.
16. A bond in the amount of \$_____ is required for the protection of the City of Middleton as set forth in the terms of the bond.
17. Any replacement of, addition to, or change in the facility granted by this permit shall require a new permit prior to initiation of such work.

PERMIT TO BE VOIDED IF WORK NOT COMPLETED BY _____

WASTE COLLECTION SERVICES CONTRACT

THIS CONTRACT is entered into this fourth day of April, 2002, by and between the CITY OF MIDDLETON, IDAHO, a municipal corporation of the County of Canyon, State of Idaho, (hereinafter the "City"), and BEI OF NORTH AMERICA, INC., a Delaware corporation qualified to do business in the state of Idaho, (hereinafter "Contractor", for the purpose of accomplishing the collection of solid waste from residences and commercial establishments in the City of Middleton, Idaho, as such boundaries exist on the effective date of this CONTRACT.

WHEREAS, by ordinance adopted and codified as Chapter 9, Title 8 of the Middleton City Code, the City has provided for its authority to grant contracts for waste management; and,

WHEREAS, Contractor submitted a proposal to provide waste collection services to the City of Middleton; and

WHEREAS, the City evaluated and selected Contractor's proposal to provide such services; and,

WHEREAS, the Mayor of the City has found that for the necessary protection of public health and welfare and property the competitive bidding requirements of Idaho Code § 50-341 should not be applicable to this solid waste collection contract;

NOW THEREFORE, the parties, in consideration of the promises contained herein, agree as follows:

A. GENERAL CONTRACT PROVISIONS

1.1 CONTRACT DOCUMENTS

This document consists of the following:

1. THIS CONTRACT;
2. Exhibit A - Customer Rate Schedule

ORIGINAL

1.2 DEFINITION OF TERMS

For the purposes of this CONTRACT, all terms, phrases and words shall have the following meaning:

- A. Bulky Waste: Large appliances, including stoves, water tanks, washing machines, or furniture, and other waste materials with weights or volumes greater than those allowed for containers, which may be collected separately. Bulky waste does not include construction and demolition waste, dead animals, hazardous materials, or stable matter.
- B. Carry-Cut Service: Optional household service in which Contractor's collection personnel collect solid waste set out beyond the usual collection site and/or in fenced yards.
- C. City: The City of Middleton, Idaho.
- D. Commercial: An establishment used for sales, office, manufacturing, production, entertainment, service or a similar use, whether for profit or not. Includes enterprises operated in residences or other for-profit and not-for-profit structures, institutions, agricultural operations, short-term housing, such as hotels and motels, mobile home parks, and any apartment or other multi-unit complexes.
- E. Construction Debris: Waste building materials resulting from construction, remodeling, repair, or demolition operations.
- F. Container: A can, bag, wheeled trash cart or other authorized receptacle designed to prevent spillage or leakage of trash. May be customer-owned or Contractor-supplied.
- G. Contractor: BFI of North America, Inc.
- H. Council: Middleton City Council.
- I. County: The County of Canyon, Idaho.
- J. Customer: An occupant or owner of any premises, including a household, business, institution or other establishment in the service area for which solid waste service is or has been provided.
- K. Force Majeure: Acts of God or the public enemy, fire, floods, epidemics, earthquakes, quarantine restrictions, and strikes not created by Contractor.
- L. Hazardous Materials: Any chemical, compound, mixture, substance, or article which is designated by the

United States Environmental Protection Agency or appropriate agency of the State to be hazardous as defined by or pursuant to federal or state law.

- M. Household: A separate dwelling or residence in the service area occupied by a person or group of persons, with trash collection in customer-owned containers or Contractor-supplied wheeled trash carts, including residential units up to a four-plex. Each dwelling or residence is billed as an individual unit.
- N. Medical Waste: Waste which may contain infectious agents generated or produced as a result of the diagnosis, treatment or immunization of human beings or animals, or related research, including but not limited to non-containerized sharps, infectious laboratory waste, waste from the production of bacteria, viruses or spores, human surgery specimens, infectious animal parts, or trace amounts of chemotherapeutic agents affixed to items used for the administration of same. Excludes de minimis quantities of containerized sharps or other medical waste generated at households.
- C. Resident or Owner: Every person, including lessees and occupants, in possession, charge, custody, or control of any residence, business or commercial establishment within the service area where solid waste is accumulated.
- P. Residential: Residential includes single-family units, duplexes, tri-plexes and four-plexes.
- Q. Service Area: Incorporated areas of the City of Middleton. Includes all properties owned by the City.
- R. Solid Waste: Trash generated by residential, industrial, commercial, business, institutional and agricultural customers.
- S. Solid Waste Director: The person appointed by the City to oversee the City's solid waste management system and to administer this CONTRACT.
- T. Stable Matter: All manure and other waste matter normally accumulated in or about a stable or any animal, livestock, or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.
- U. Trash: Solid matter of animal, vegetable, metal or other materials discarded for landfilling, including bulky waste, construction and demolition waste, dead animals weighing 10 pounds or less, and stable matter. Excludes materials which have been properly set aside

for Hazardous materials, medical waste, and dead animals weighing over 10 pounds.

- V. Yard: A measurement of the cubic volume of solid waste.
- W. Yard Waste: Plant material (grass, branches, brush, flowers, tree wood waste, etc.) commonly thrown away in the course of maintaining yards and gardens, and other biodegradable waste, including leaves and Christmas trees.

1.3 AUTHORITY & PRIVILEGE GRANTED

- 1. Exclusivity: City hereby grants exclusively to Contractor the authority and privilege to engage in the business of collecting, transporting, processing and disposing of solid waste kept or accumulated and placed for collection by households and commercial establishments within the corporate limits of the City of Middleton and to perform all of the work called for and described in this CONTRACT.
- 2. Non-Exclusivity: Provided, however, that this exclusive authority and privilege does not extend where declared herein to be non-exclusive. Such authority and privilege granted to Contractor shall be non-exclusive with respect to the following:
 - 1. Self-Haul solid waste by residents and businesses in conformance with all appropriate health and safety regulations, ordinances and laws;
 - 2. Federal and State-owned facilities, such as military bases, except to the extent allowed by state and federal laws;
 - 3. Hazardous materials;
 - 4. Medical waste;
 - 5. Yard waste; and
 - 6. Dead animals weighing over ten (10) pounds.
- 3. First Right of Refusal: If the City opts to contract for additional waste collection services for the non-exclusive hauling of solid waste, the City will offer Contractor first right of refusal to haul such materials.

1.4 TERM

- A. First Term: The first term of this CONTRACT, shall begin May 1, 2002, and shall end at midnight, April 30, 2009.
- B. Renewal Authority: The City shall have the sole right to renew the Contract for additional terms of up to seven years. Five months prior to the end of

expiration of this contract, Contractor shall contact the City about the renewal of the contract. The City shall give the Contractor five month's written notice of its intention not to exercise this option to renew the CONTRACT. If the City extends the CONTRACT, the terms, conditions, and methods of payment in effect at the time of renewal shall apply during the extended period, provided that the CONTRACT may be amended by the parties from time-to-time pursuant to the provisions herein.

1.5 ANNEXATIONS

In the event that the City annexes additional areas of the County during the term of the Contract, service provided(s) for the County customers shall retain the exclusive right under this Contract to collect solid waste within the newly annexed area for a period of up to one (1) year after the annexation takes effect. Provided, however, if the annexation occurs prior to any development occurring in the area or in an area in which no service has previously been provided by the service provided(s) for County, exclusive right under this Contract to collect solid waste shall be extended to Contractor upon the effective date of annexation. Customers who sign up for service in the annexed area after the annexation date will use the Contractor's exclusive service.

1.6 TERMINATION AND DEFAULT

1. Termination for Cause: The City may terminate this CONTRACT for cause if Contractor fails to perform on defaults on any of the responsibilities herein, except by acts of Force Majeure.
2. Connective Action: If, in the estimation of the City, Contractor has failed to perform or defaulted on any or all of the responsibilities herein, the City shall provide Contractor written notice by certified mail of intent to terminate this CONTRACT, detailing Contractor's failure to perform and/or default. The City shall grant Contractor a period of thirty (30) days from receipt on delivery of written notice to correct said failure or default. If Contractor fails to correct said failure or default within thirty (30) days, the City may terminate this CONTRACT immediately by notifying Contractor in writing by certified mail, as provided in Section 5.8 herein.
3. Bond Payments: In the event of termination on default, payment and performance shall be provided under the Bonds as set forth in Section 2.13 herein.

1.7 CHANGE ORDERS

If unforeseen conditions require a change from this contract, or there is a substantial departure from the original conditions upon which this contract is based, such change shall be covered by a change order. The change order shall set forth in complete detail the nature of the change and reasons therefor. The compensation to be paid to the Contractor and whether it is an addition or a reduction with respect to the original Contract costs shall also be covered in detail.

2. DUTIES OF THE CONTRACTOR

Contractor shall be responsible for furnishing skill, labor, vehicles, containers, equipment, materials, and supplies, in accord with solid waste services specified in this CONTRACT; for performance of work under this CONTRACT by its officers and employees. Additionally, Contractor shall be responsible for informing customers of proper setout procedures and other information relevant to duties of the customer; for supplying all records and information required by this CONTRACT; for securing at Contractor's expense all governmental permits and licenses and required regulatory approvals; for paying all applicable taxes and fees; for complying with applicable laws and regulations, and other duties mutually agreed upon.

2.1 CONTRACTOR ASSURANCES

All payments to workers and subcontractors are the responsibility of Contractor and in no event is the City a guarantor of any claim or demand or judgment against Contractor for wages or other payments.

2.2 SCOPE OF SERVICES

A. RESIDENTIAL SERVICE

1. Mandatory Residential Service: Residential trash service shall be mandatory. Residential service within the service area shall be provided solely by City's Contractor. Contractor shall make residential service available to all residents within the service area.
2. Unlimited Weekly Collection: Residential service shall consist of weekly collection of unlimited trash properly set out by customer in approved containers, as specified in Section 3 of this CONTRACT, on the designated collection day.
3. Major appliances freon-free or properly tagged with freon professionally removed, will be picked up by the Contractor upon request.

4. Bulky furniture will be picked up by the Contractor upon request.
5. Carry-Out Service: Upon customer request, Contractor's collection personnel shall provide carry-out service for residential customers. Contractor shall enter customers' yards to provide carry-out solid waste collection only if containers are visible from the street or alley and reasonably accessible, gates are unlocked, and there is no threat to collection personnel from an unfriendly animal. Contractor shall not be required to enter locked gates. Additional fees will apply.
6. Availability of Service: Contractor shall not refuse to provide residential service to any customer who complies with the terms of this CONTRACT and all relevant statutes, ordinances, and regulations. Contractor may refuse to provide residential service to any customer who fails to follow proper setout procedures and to use approved containers specified in Section 3: Duties of the Customer, of this CONTRACT.

B. COMMERCIAL SERVICE

1. Voluntary Service: Commercial service shall be voluntary. Commercial service within the service area shall be provided solely by City's Contractor. Contractor shall make commercial service available to all businesses and commercial establishments in the service area.
2. Trash Collection: Commercial service shall consist of trash collection in customer-owned or Contractor-supplied containers. Contractor shall provide four types of business service: permanent, temporary, small business, residential units larger than a four-plex, and home business.
 - a. Permanent:
 1. Regular: Customer-owned compactors (4-40 yards) or Contractor-supplied small containers (3-8 yards), compactors (4-40 yards), or roll-off boxes (20-40 yards) serviced a minimum of once and a maximum of six times per week, according to a consistent collection schedule.
 2. On-Call: Customer-owned compactors (4-40

yards) or Contractor-supplied roll-off boxes (20-40 yards) serviced within one business day of customer's request. Permanent on-call service shall not be provided in small containers (3-8 yards). Contractor will provide billing services.

b. Temporary:

Contractor-supplied small containers (3-8 yards) or roll-off boxes (20-40 yards) serviced as follows:

1. Delivered within two business days of customer payment or waiver of deposit specified in Exhibit A. On or before the date of delivery, customers requesting temporary service shall sign a damage waiver holding Contractor and the City harmless in the event of damage to property during delivery or service of containers or boxes.
2. Rented on a daily or monthly basis;
3. Serviced within two business days of customer request;
4. Serviced a minimum of once per month; and
5. Period of service not to exceed three (3) months from delivery date within one calendar year. Beyond the prescribed three-month temporary service period, customers with temporary service shall be required to select a permanent regular service option in order to continue receiving solid waste collection.
6. Contractor will provide billing services.

c. Small business:

Contractor-provided wheeled trash cart serviced weekly. Available to businesses that meet the following criteria:

1. Lack physical space and/or do not choose to receive trash collection in a 3-yard or larger Contractor-supplied container;
2. Are not located along a residential route; and
3. Set out trash in a location requiring Contractor to depart from public streets, alleys, or rights of way.

d. Home business:

11. At least one Contractor-provided wheeled trash cart serviced weekly.
Available to businesses that meet the following criteria:
2. Owner resides in same location;
3. Premises are located along a residential route; and
4. Contractor is not required to depart from public streets, alleys, or rights of way to provide collection.

e. Residential multi-units:

1. Regular: Customer-owned compactors (4-40 yards) or Contractor-supplied small containers (3-8 yards), compactors (4-40 yards), or roll-off boxes (20-40 yards) serviced a minimum of once and a maximum of six times per week, according to a consistent collection schedule.
2. On-Call: Customer-owned compactors (4-40 yards) or Contractor-supplied roll-off boxes (20-40 yards) serviced within one business day of customer's request. Permanent on-call service shall not be provided in small containers (3-8 yards). Contractor will provide billing services.
3. Major appliances freon free or properly tagged with freon professionally removed, will be picked up by the Contractor upon request.
4. Bulky furniture will be picked up by the Contractor upon request.
5. Availability of Service: Contractor shall not refuse to provide commercial service to any customer who complies with the terms of this CONTRACT and all relevant statutes, ordinances, and regulations. Contractor may refuse to provide commercial service to any customer who fails to follow setout procedures specified in Section 3: Duties of the Customer, of this CONTRACT.

2.3 COLLECTION EQUIPMENT

Contractor shall furnish, during the period of this CONTRACT, a sufficient number of persons, trucks, and equipment to collect and dispose of solid waste

contracted for collection in the City. Said equipment shall be maintained and operated in a clean and sanitary condition at the expense of the Contractor.

11. VEHICLES

1. Vehicle Specifications: Contractor shall furnish specially designed vehicles with metal bodies and suitable covers of approved type for the collection and hauling of solid waste. The equipment shall be clean, uniformly painted and clearly marked for its volume capacity and identified for use pursuant to this CONTRACT and equipped with warning devices, subject to review and approval by the City. All vehicles will be licensed, in good running order, lighted and safety inspected for Highway operations. The City shall not assume or bear any liability for any safety inspection or review of the Contractor's equipment and vehicles provided for under this CONTRACT.
2. Inventory: Contractor shall maintain an inventory of equipment, showing each vehicle (type, capacity, approximate age) used in performing the CONTRACT. Contractor may change equipment from time-to-time and shall revise the inventory accordingly. Contractor shall maintain a vehicular fleet which will at all times be adequate to perform the responsibilities of this CONTRACT.

2. CONTAINERS

1. Residential Service: Contractor shall supply a wheeled trash cart, not to exceed 105 gallons in capacity, to each residence with residential solid waste service. Customers may supply their own trash containers/bags as specified in Section 3.1A.
2. Commercial Service: Contractor shall supply trash containers to businesses and commercial establishments at the fees specified in Exhibit A.
3. All containers shall meet or exceed industry standards.

2.4 COLLECTION PROCEDURES

1. Accessibility: This CONTRACT shall grant to the Contractor the right of ingress and egress, to cross all public streets, alleys and rights of way in the

City. Collections shall be made on the streets and rights-of-way of the City in a manner of least delay and inconvenience to the public. Contractor shall use backways and alleys where operationally feasible. It shall be unlawful for any person to deny reasonable access to the Contractor to collect waste from a household, multi-family complex, or business.

2. Responsibilities of Collection Personnel: Contractor shall hire competent and skilled workers. Collection personnel shall follow the traveled portion of streets, alleys, and roadways, on the regular walks for pedestrians while on private property, and shall take care in loading of such waste so that none of the material to be collected is left upon the private property or the streets, alleys, or roadways. Collection personnel shall return the containers with all properly prepared and legal contents removed and replace lids thereon. Contractor shall not place in any street or alley, in carrying out this CONTRACT, any obstructions to traffic.
3. Hazardous Materials: Contractor shall not be required to collect and transport hazardous materials. If such materials are collected, disposal shall take place only under supervision or as required by an appropriate Health Protection Officer or other public Health official. Contractor shall not knowingly dispose of hazardous materials without appropriate notice to and approval by the City and compliance with all federal, state and local laws and regulations.
4. Disposal Site: Contractor shall haul all legally acceptable solid waste collected in the service area to a permitted disposal site. Upon request, the Contractor's driver shall fully disclose the contents of the vehicle to landfill personnel.
5. Prohibition Against Litter: No roadside littering during collection or from Contractor's vehicles shall be allowed. Contractor shall immediately clean up any litter that results from the collection process.

2.5 COLLECTION HOURS AND DAYS

1. Residential Service: Residential solid waste service shall be provided by Contractor after the hour of 6:00 a.m., Mondays through Saturdays.
2. Commercial Service: Commercial solid waste service shall be provided by Contractor after the hour of 4:00 a.m., Mondays through Saturdays.
3. Sundays/Holidays: Service shall not be required on

Sundays or on the following Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Should any of the above Holidays fall on a normal collection day, collection shall be made the following work day and, accordingly, the rest of the week's collection shall be a day later than usual.

2.6 CUSTOMER SERVICE

- A. Local Office: Contractor shall maintain a local office with telephone service and such staff as needed to respond to customer contacts, including service requests and orders for missed collections. Office hours shall be 8:00 a.m. to 4:00 p.m. of each working day except Saturday. If collections are delayed as a result of a mid-week Holiday, office hours shall be from 8:00 a.m. to 12 noon on the Saturday following.
- B. Public Information: Contractor shall prepare and distribute information regarding solid waste service in the service area to the public and news media.
- C. Resolution of Complaints: For each complaint or failure to make collection as scheduled or other alleged condition under this CONTRACT by any residential, commercial or business customer, Contractor shall promptly and courteously make an evaluation and/or correction of such complaint within two (2) business days after receipt of the complaint or as otherwise agreed with the customer.

2.7 FAIR LABOR PRACTICES

Contractor shall guarantee fair labor and nondiscrimination practices in accordance with federal and state laws including but not limited to the FLSA, and shall be responsible for the public conduct of all personnel when acting within the scope of their employment.

2.8 INSURANCE

- 1. Required Insurance Levels: During the term of the CONTRACT, Contractor shall keep in effect at its own expense the following insurance, with limits on an occurrence basis no less than those shown below:

- 1. Comprehensive General Liability and Property Damage Insurance.

Minimum Limits:

Bodily Injury \$9,000,000

Property Damage \$5,000,000

2. Automobile Liability (owned, non-owned and hired).

Minimum Limits:

Bodily Injury \$5,000,000
Property Damage \$5,000,000

3. Employer's Liability Insurance covering each employee in the execution of the work to the extent that such employee is not covered by worker's compensation.

Minimum Limits:

Per Accident \$5,000,000

4. Secure and maintain at least the statutory amounts of worker's compensation, disability benefits, and unemployment insurance in accordance with the laws of the State of Idaho.

2. Additional Insured: Contractor's certificates of insurance shall name the City, its officials, employees, and agents as additional insureds and shall be endorsed to specify that such policies cover the liability assumed by Contractor under this CONTRACT.

3. Notification: Such insurance shall provide at least thirty (30) calendar days' notice in writing to the City before such policy is suspended, canceled, amended, or terminated.

4. Proof of Insurance: Contractor shall provide the City evidence of acceptable insurance at limits listed above to: City Clerk, City of Middleton, P.C. 176, Middleton, ID 82644. Insurance shall be placed with carriers admitted to write insurance in Idaho.

5. Failure to Comply: Contractor and City agree that the City may cancel this CONTRACT at any time on written notice and without any further obligation to Contractor should Contractor fail to maintain and keep in full force and effect such insurance herein required.

2.9 INDEMNIFICATION

Contractor and its employees are independent contractors and are not, under this CONTRACT, the employees or agents of the City. Contractor agrees to hold harmless and indemnify the City from any and all liability, loss, or

damage that may occur by reason of any act or omission on the part of the Contractor, its agents, employees, assigns, or anyone subcontracting with the Contractor for the collection and Hauling of solid waste within the City or the provision of any service under this CONTRACT. Contractor further agrees to defend against any claims, demands, actions, or suits brought against the City arising out of or in connection with any act or omission on the part of the Contractor, its agents, employees, assigns, or anyone subcontracting with the Contractor for the collection and Hauling of solid waste within the City or the provision of any service under this CONTRACT.

2.10 PERFORMANCE AND PAYMENT BONDS

- A. Performance Bond: Contractor shall provide and maintain at all times a valid Contractor's Performance Bond in the amount of sixty thousand dollars (\$60,000.00). The bond shall be issued for a period of not less than one year and must be renewed annually for the term of this CONTRACT, and the Contractor shall provide a new bond, or evidence satisfactory to the City of renewability at least sixty (60) calendar days before the bond in effect expires. The bond shall be for the use and benefit of the City.

Said Performance Bond shall cover Contractor's failure to faithfully perform all of the provisions of this CONTRACT. Said Bond shall contain appropriate recitations that it is issued pursuant to this CONTRACT and that it shall be construed to meet all requirements of this CONTRACT. This Bond shall obligate the surety to undertake or cause to be undertaken the work required to be performed pursuant to this CONTRACT for the term of the bond.

- B. Proof of Bond: Contractor shall submit bond to: City Clerk, City of Middleton, P.O. 176, Middleton, ID 82644. The bond shall be obtained from a surety company authorized to do business in the State of Idaho and acceptable to the City.
- C. Renewal: In the event the City elects to renew the CONTRACT pursuant to Section 11.4B, Contractor shall provide new performance and payment bonds satisfying the requirements of Section 2.8 to the City at least 90 days before the expiration of the current or extended term.
- D. Failure to Comply: Contractor and City agree that the City may terminate this CONTRACT at any time on written notice and without any further obligation to Contractor should Contractor fail to maintain and keep in full force and effect such bonds herein required.

- E. Assignment:** The City reserves the right to increase the amount of the performance bond upon any assignment or transfer of rights or responsibilities under this CONTRACT to a new Contractor.

2.11 OWNERSHIP OF SOLID WASTE

Title to solid waste as defined in this CONTRACT shall pass to the Contractor when placed in Contractor's collection vehicle, removed by Contractor from a container or removed by Contractor from customer's premises, whichever occurs last. Title to trash as defined by this CONTRACT shall pass to the permitted landfill at the time of disposal at the said landfill. In accordance with Subtitle C of the Resource Conservation and Recovery Act of 1976, as amended, title to all hazardous waste and otherwise prohibited waste remains with the generator. Nothing provided herein limits any recourse Contractor or City may have against any generator for disposal of any hazardous or prohibited waste.

2.12 COMPLIANCE WITH REGULATIONS

- A. Contractor shall comply with all applicable federal laws, rules and regulations, the statutes of the State of Idaho, the regulations and ordinances of the County and the City, including but not limited to Chapter 5, Title 8 of the Middleton City Code; the regulations and standards of the Solid Waste Division of the Department of Health and Welfare of the State of Idaho and of Southwest District Health; and all rules and regulations, including federal regulations relating to hazardous waste, covering the collection and transportation of solid waste as those statutes, ordinances, and regulations now exist or may hereafter be amended.
- B. Contractor shall comply with the Federal Occupational Safety and Health Act of 1970 (OSHA) and all other applicable federal, state, county, and city health and safety laws, ordinances and rules and regulations.
- C. Contractor guarantees City that it will provide all services, programs, or activities under this CONTRACT in accordance with all applicable federal, state, and local statutes, regulations, and requirements. Further, Contractor agrees to indemnify and defend the City for any loss, expense, or damage of any type experienced by the City as a result of the Contractor's violation of the guarantees given in this section.

3. DUTIES OF THE CUSTOMER

The customer is responsible for properly preparing and setting out solid waste as specified in Section 3 herein; for properly disposing of hazardous or otherwise prohibited waste; and for paying according to prescribed payment schedule for services rendered.

3.1 PREPARATION OF WASTE

Residential and commercial customers shall prepare waste for collection as specified herein. Contractor may from time to time propose changes in setout procedures, subject to review and approval by City.

A. RESIDENTIAL SERVICE

1. Set-Cut Time: Residential customers shall set out all solid waste no later than 6 a.m. for collection by Contractor on the designated collection day. At the customer's request, Contractor shall service containers set out after 6 a.m. on the designated or following work day, subject to the late-can procedures outlined herein and the additional charge specified in Exhibit A.
2. Trash Container Size/Weight: Residential customers shall set out the first 95 gallons of trash in the Contractor-supplied wheeled carts. Additional trash may be placed in customer-owned containers, with lids, not to exceed 35 gallons in capacity; or customer-supplied paper or plastic bags strong enough to prevent spillage of contents under normal handling. All trash must be containerized. Total weight per customer-supplied container and contents shall not exceed sixty (60) pounds. Contractor may refuse to service customer-supplied containers exceeding specified size and weight limitations. Contractor shall leave behind a customer feedback card explaining why containers were not serviced.
3. Appliances: Appliances shall be free of all flood and contaminants. Disabling of doors is recommended. Collection shall be made at the curb or in the alley.
4. Fulky furniture: Collection shall be made at the curb or in the alley.
5. Yard Waste: Tree trimmings, hedge clippings, and other wood waste shall be cut to a manageable length (a maximum of 4') and set out in securely tied bundles not more than eighteen inches (18") in diameter and not exceeding sixty (60) pounds in weight. Grass clippings, leaves, and garden debris

shall be set out in cans, craft paper bags or other similar containers. Soil, dirt and rocks are prohibited.

6. Carry-Cut Service: Residential customers with carry-out service shall set out containers in a location clearly visible from the street or alley and reasonably accessible to collection personnel. Gates shall be unlocked and animals shall be restrained.
7. Prohibited Materials: Customers shall not knowingly set out for collection by Contractor any materials prohibited from disposal at the permitted landfill, including but not limited to hazardous materials, liquids, medical waste, and vehicle tires.

B. COMMERCIAL SERVICE

1. Trash Containers: Trash shall be collected in containers specified in Section 2.2b, according to one of the types of commercial service offered. All customer-owned containers shall be designed or modified to fit Contractor's collection vehicles and equipment at the customer's expense.
2. Trash Collection Schedule: Trash shall be collected according to the type of service and schedules specified in Section 2.3.
3. Trash Service Options: Containers shall be of appropriate and adequate size, and service shall be scheduled as frequently as necessary to accommodate the volume of trash generated by businesses and other commercial establishments. Contractor shall assist the business or commercial establishment owner/manager in determining the appropriate and adequate service.
4. Enclosures: At premises where large accumulations of trash occur, trash containers may be placed in enclosures. All enclosures shall be constructed or modified at customer's expense to accommodate Contractor's collection vehicles and equipment. Customers shall be responsible for maintenance of enclosures. Customers may authorize Contractor to collect litter not generated in the collection process in and around enclosures at an additional charge specified in Exhibit A.
5. Prohibited Materials: Customers shall not knowingly set out for collection by Contractor any materials prohibited from disposal at a permitted

landfill, including but not limited to hazardous materials, liquids, medical waste, and vehicle tires.

3.2 PAYMENT FOR SERVICES RENDERED

The City shall bill its residential customers and collect a fee to be set by it from them for all residential and commercial waste collection services provided for under this CONTRACT. The City shall pay to Contractor the rates provided for in Section 3.2A Below for waste collection services provided to residential and commercial customers by Contractor. The City shall provide the number of residential and commercial customers to Contractor before the end of each month for the prior month. City shall pay Contractor on or before the third Monday of each month for the prior month during the term of this CONTRACT pursuant to the residential and commercial service rates provided for below.

A. RESIDENTIAL SERVICE RATES

All residences in the service area shall receive unlimited weekly trash collection. The following rates, as specified in Exhibit A, are authorized:

1. Trash Collection: A flat fee per month per residence.
2. Wheeled Cart Rental/Service: Upon customer request, additional carts can be provided for solid waste collection at the fee listed in Exhibit A.
3. Carry-Out Service: Upon customer request, an additional flat fee per household per month to provide carry-out Household service in Contractor-owned wheeled trash carts or customer-supplied containers.
4. Late Collection: A flat fee applied as follows:
At any Household where customer fails to set out solid waste for collection by 6:00 a.m., Contractor's collection personnel shall report to Dispatch, and Dispatch shall enter into Contractor's Customer Service Database such address. At customer's request, Contractor shall service containers set out after 6 a.m. at no additional charge to the customer one time per calendar year. For each additional late collection requested and authorized by customer in excess of one per calendar year, a late-collection fee may be charged.
5. Wheeled Trash Cart Replacement: A flat fee to

replace damaged or stolen carts. Contractor shall replace one cart per customer per calendar year at no charge. Additional cart replacements are subject to a replacement charge.

H. COMMERCIAL SERVICE RATES

Contractor shall bill its on-call commercial and business customers and collect a fee as provided for herein for all on-call commercial waste collection services. Owners or managers of businesses or other commercial establishments may subscribe to Contractor-supplied solid waste collection services or haul their own waste to an approved disposal facility. The following rates, as specified in Exhibit A, are authorized for businesses and other commercial establishments that subscribe to Contractor-supplied solid waste collection services.

1. Volume-Based Fee: Fees for collection of trash at businesses and other commercial establishments based on the size of container and frequency of service selected by the owner or manager and/or by the type of waste generated.
2. Container Rental Fee: A fee, including sales tax, for daily or monthly rental of Contractor-owned containers.
3. Container Delivery Fee: A fee for delivery of container to a location specified by the business or commercial establishment owner or manager.
4. Container Relocation Fee: A fee for relocation of container to a location specified by the business or commercial establishment owner or manager.
5. Commercial Appliance Pickup: An additional fee per appliance authorized by the manager or owner to collect those appliances properly tagged with freon professionally removed and non-freon appliances.
6. Commercial Bulky Furniture Pickup: An additional fee per item authorized by the manager or owner to collect bulky furniture.
7. Lid-Lock Installation: An additional fee authorized by the manager or owner, equivalent to three (3) 5-minute increments of additional service time as specified in Exhibit A, to install lid locks on containers at customer's request.
8. Clean-Up Service: An additional fee authorized by the owner or manager and levied in 5-minute

increments specified in Exhibit A for additional service time to clean up in or around container enclosures. Contractor shall not be required to collect trash exceeding container capacity unless authorized by customer.

9. Reinstatement of Service: An additional fee to restart service to any business or other commercial establishment account that has been suspended due to non-payment. Contractor shall suspend collection at business or other commercial establishment accounts delinquent by 60 or more days. A minimum of two weeks prior to suspending collection, Contractor shall notify customer in writing of intention to suspend service due to non-payment and that a reinstatement fee shall be charged to reactivate service.

10. Returned Check Charge: A flat fee for checks returned to Contractor for insufficient funds, closed accounts, or any other reason specified by financial institution.

4. DUTIES OF THE CITY

The City is responsible for overseeing this CONTRACT; for enforcing the solid waste ordinances and regulations in Chapter 9, Title 8 of the Middleton City Code; for maintaining Contractor performance and compliance; for establishing customer rates; for assisting Contractor in enforcement; and other duties mutually agreed upon.

4.1 REVIEW OF CONTRACTOR PERFORMANCE AND COMPLIANCE

The City shall be responsible for review of Contractor performance and compliance, provided that such review shall in no way relieve Contractor of any supervision, performance, or obligation required by this CONTRACT.

4.2 CUSTOMER RATES

A. ESTABLISHMENT

The City shall establish customer rates, which shall be comprised of Contractor hauling charges, administrative and billing costs, disposal fees, container rental and sales tax or container rental (if applicable).

B. ADJUSTMENTS

Adjustment Schedule: The customer rates specified in Exhibit A shall be subject to yearly rate adjustment first effective April 1, 2004 and each April 1st thereafter. This adjustment will be based on the change in the Consumer Price Index (CPI) for the previous twelve-month period ending in December. The Consumer Price Index to be used shall be the US City Average - All Western States Urban Consumers Price Index, as published by the U.S. Department of Labor, Bureau of Labor Statistics. If the proposed increase is greater than 5%, City Council approval must be granted prior to the effective date of April 1st and a public hearing must be held if required by law.

4.3 ENFORCEMENT

City shall assist Contractor in enforcing all provisions of this CONTRACT, including but not limited to Contractor's exclusive privilege and authority and mandatory residential solid waste service.

5. MISCELLANEOUS PROVISIONS

5.1 SUPERVISION

Contractor shall provide full-time key personnel to oversee provision of services prescribed herein.

5.2 NONDISCRIMINATION

The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to insure that applicants and employees are treated during the application process and employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post, in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner setting forth the provisions of this nondiscrimination clause.

The Contractor shall, in all solicitations or advertisements for employees, placed by, or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.

The Contractor will send to each labor union or representative of workers with which He has a collective bargaining agreement or other contractual understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor shall comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The Contractor shall furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the Contracting agency and the Secretary of Labor for the

purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract, or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole, or in part, and the Contractor may be declared ineligible for further government Contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor shall include the provisions of the above paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor.

5.3 ENTIRE AGREEMENT

This CONTRACT and all exhibits hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this CONTRACT supersedes all previous and contemporaneous communications, representations, or agreements, either verbal or written, between the parties.

5.4 SAVINGS CLAUSE

If any of the provisions of this CONTRACT or the related ordinance shall be held to be unenforceable, the remaining provisions shall nevertheless be enforceable and carried into effect.

5.5 BINDING ON SUCCESSORS

This CONTRACT shall be binding upon the parties hereto and their respective administrators, employees, successors, and approved assigns.

5.6 IDAHO LAW

This CONTRACT shall be construed and interpreted in accordance with the laws of the State of Idaho and the ordinances of the City of Middleton. No term or omission of language in this CONTRACT shall be construed to amend or waive any provision of the regulations or ordinances

of the City of Middleton. The venue for any claim, litigation, or cause of action between the parties shall be in the Third District Court of the State of Idaho for Canyon County.

5.7 FORCE MAJEURE

Neither party hereto shall be liable for its failure to perform Hereunder, in whole or in part, due to contingencies beyond its reasonable control, including but not limited to Acts of God, acts of terrorism, or the public enemy, fire, floods, epidemics, earthquakes, quarantine restrictions, and strikes not created by Contractor, whether now existing or Hereafter created.

5.8 NOTIFICATION

Notices required or contemplated under this CONTRACT shall be in writing and shall be deemed received when mailed by certified mail, postage prepaid, return receipt requested, to the respective parties at the following addresses:

CITY: City Clerk
City of Middleton
P.O. Box 176
Middleton, ID 83644

CONTRACTOR: Dave Fisher
General Manager
BEI Waste Services of Idaho
11101 West Executive Drive
Boise, ID 83713

Any change of address for either party shall be immediately made known to the other party in writing as above provided.

5.9 ALTERATION OF TERMS

No amendment, alteration, or modification of this CONTRACT shall be effective unless made in writing and duly executed by the parties.

5.10 EXECUTION IN COUNTERPARTS

This CONTRACT shall be executed simultaneously in triplicate, each copy of which shall be deemed an original, and it shall not be necessary in making proof of this CONTRACT to produce or account for more than one such document.

5.11 TRANSFER OF INTEREST

It is agreed by the parties hereto that this CONTRACT may be assigned or transferred, in whole or in part, as may any right, title, or related interest in this CONTRACT, by the Contractor to any person shown to be qualified to carry out the CONTRACT or portion thereof to be assigned, subject to the prior written consent of the City, which consent shall not be unreasonably withheld subject to adequate assurances.

5.12 PUBLIC RECORDS

All reports, information, and data generated or submitted pursuant to this CONTRACT are public records subject to the Open Records Law, Idaho Code Chapter 3, Title 9.

**EXHIBIT A:
CUSTOMER RATE SCHEDULE**

Unlimited Residential Service with at least one 95 gallon wheeled receptacle for every residential customer weekly collection:

\$ 7.94/month Seven dollars & ninety-four cents per month

Each additional 90-95 Gallon Wheeled Receptacle Rental

Proposed wheeled receptacle rental price is comprised of the following three components:

- cart rental
- sales tax on cart rental
- service charge

\$ 2.90/month Two dollars & ninety cents per month

Used Motor Oil Recycling Collection

BFI proposes to continue to provide residential collection of up to two gallons of used motor oil for recycling per household per week at no additional charge.

\$ 0.00/pickup No dollars & no cents per pickup

Senior Citizen Discount Rate

BFI proposes to continue to provide a discount rate for senior citizens 62 years of age or older. The proposed price is as follows:

Senior Citizen Service, unlimited trash including 95 gallon wheeled receptacle weekly collection:

\$ 7.15/month Seven dollars & fifteen cents per month

Carry-Out Service

BFI proposes to continue to provide carry-out (curb) service upon customer request. The proposed price is as follows:

\$16.50/month Sixteen dollars & fifty cents per month

Late Can Collection

To assure efficient collection, residential solid waste must be set out for collection no later than 6 a.m. BFI proposes to charge the following fee for multiple call-backs (3 or more per calendar year) for late can service:

\$ 10.30/pickup Ten dollars & thirty cents per pickup

Detachable Container (Contractor-provided) Pickups (weekly collection):

Detachable container service is available to businesses and apartment complexes. Standard industry capacities of detachable containers are 3, 4, 6 & 8 yards. Service is provided at a frequency of one to five times per week.

Detachable collection prices proposed by BFI in this section are for regular permanent service and are comprised of the following components:

3 yd container

Delivery	<u>\$ 22.50/del.</u>	<u>Twenty-two dollars & fifty cents per delivery</u>
1 x wk	<u>\$ 60.02/mo.</u>	<u>Sixty dollars & two cents per month</u>
2 x wk	<u>\$ 93.46/mo.</u>	<u>Ninety-three dollars & forty-six cents per month</u>
3 x wk	<u>\$129.98/mo.</u>	<u>One hundred, twenty-nine dollars & ninety-eight cents per month</u>
4 x wk	<u>\$160.23/mo.</u>	<u>One hundred, sixty dollars & twenty-three cents per month</u>
5 x wk	<u>\$193.48/mo.</u>	<u>One hundred, ninety-three dollars & forty-eight cents per month</u>
1 x mo	<u>\$ 43.73/mo.</u>	<u>Forty-five dollars & seventy-three cents per month</u>
2 x mo	<u>\$ 55.23/mo.</u>	<u>Fifty-five dollars & twenty-three cents per month</u>

Each additional pickup per week per 3 yd container

<u>\$ 25.75/pt</u>	<u>Twenty-five dollars & seventy-five cents per pickup</u>
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4 yd container

Delivery	<u>\$ 22.50/del.</u>	<u>Twenty-two dollars & fifty cents per delivery</u>
1 x wk	<u>\$ 69.25/mo.</u>	<u>Sixty-nine dollars & twenty-five cents per month</u>
2 x wk	<u>\$114.00/mo.</u>	<u>One hundred, fourteen dollars & no cents per month</u>
3 x wk	<u>\$148.75/mo.</u>	<u>One hundred, forty-eight dollars & seventy-five cents per month</u>
4 x wk	<u>\$186.50/mo.</u>	<u>One hundred, eighty-six dollars & fifty cents per month</u>
5 x wk	<u>\$226.25/mo.</u>	<u>Two hundred, twenty-six dollars & twenty-five cents per month</u>
1 x mo	<u>\$ 49.00/mo.</u>	<u>Forty-nine dollars per month</u>
2 x mo	<u>\$ 59.75/mo.</u>	<u>Fifty-nine dollars & seventy-five cents per month</u>

Each additional pickup per week per 4 yd container

<u>\$ 26.75/pt</u>	<u>Twenty-six dollars & seventy-five cents per pickup</u>
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6 yd container

Delivery	<u>\$ 22.50/del.</u>	<u>Twenty-two dollars & fifty cents per delivery</u>
1 x wk	<u>\$ 81.68/mo.</u>	<u>Eighty-seven dollars & sixty-eight cents per month</u>
2 x wk	<u>\$137.18/mo.</u>	<u>One hundred, thirty-seven dollars & eighteen cents per month</u>
3 x wk	<u>\$186.43/mo.</u>	<u>One hundred, eighty-six dollars & forty-three cents per month</u>
4 x wk	<u>\$236.93/mo.</u>	<u>Two hundred, thirty-six dollars & ninety-three cents per month</u>
5 x wk	<u>\$286.43/mo.</u>	<u>Two hundred, eighty-six dollars & forty-three cents per month</u>
1 x mo	<u>\$ 64.93/mo.</u>	<u>Sixty-five dollars & ninety-three cents per month</u>
2 x mo	<u>\$ 75.93/mo.</u>	<u>Seventy-five dollars & ninety-three cents per month</u>

Each additional pickup per week per 6 yd container

<u>\$ 33.25/pt</u>	<u>Thirty-three dollars & twenty-five cents per pickup</u>
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8 yd container

Delivery	<u>\$ 22.50/del.</u>	<u>Twenty-two dollars & fifty cents per delivery</u>
1 x wk	<u>\$126.70/mo.</u>	<u>One hundred, twenty-six dollars & seventy cents per month</u>
2 x wk	<u>\$188.20/mo.</u>	<u>One hundred, eighty-eight dollars & twenty cents per month</u>
3 x wk	<u>\$251.70/mo.</u>	<u>Two hundred, fifty-one dollars & seventy cents per month</u>
4 x wk	<u>\$314.45/mo.</u>	<u>Three hundred, fourteen dollars & forty-five cents per month</u>
5 x wk	<u>\$376.70/mo.</u>	<u>Three hundred, seventy-six dollars & seventy cents per month</u>
1 x mo	<u>\$ 77.45/mo.</u>	<u>Seventy-seven dollars & forty-five cents per month</u>
2 x mo	<u>\$87.70/mo.</u>	<u>Eighty-seven dollars & seventy cents per month</u>

Each additional pickup per week per 8 yd container

\$ 41.75 /pu

Forty-one dollars & seventy-five cents per pickup

Dropbox (Contractor-provided) Pickups:

Dropbox service is available to businesses and is primarily used for short-term construction projects. Standard industry capacities of dropboxes are 20, 30 & 40 yards. Service may be permanent or temporary and is provided on-call at the customer's request at a frequency of one to five times per week.

20, 30 and 40 yd Dropbox

Delivery \$ 32.75 /del.

Thirty-two dollars & seventy-five cents per delivery

Relocation \$ 32.75 /relo.

Thirty-two dollars & seventy-five cents per relocation

Container rental & sales tax, daily

\$ 2.60/day

Two dollars & sixty cents per day

Container rental & sales tax, monthly

\$ 78.00/mo.

Seventy-eight dollars & no cents per month

Haul Fee: \$137.50/pu

One hundred, thirty-seven dollars & fifty cents per pickup

Plus Disposal and Billing Fees

Contractor: \$167.75 /pu plus landfill fees

One hundred, sixty-seven dollars & seventy-five

cents per pickup plus landfill fees

Asbestos: \$185.50/pu

One hundred, eighty-five dollars & fifty cents per pickup

Note: The selected Contractor may be asked to provide price quotes and negotiate with Middleton for other related services/contractors not shown on this list. If you are aware of other containers or services you wish to provide, please add them to the end of this list.

Additional Commercial Services:

Temporary Detachable Container Service

Detachable containers capacity 3 yards are provided to residents and businesses for temporary clean-up and other projects of duration fewer than three months. Service is provided on-call at the customer's request. Billing services will be provided by the Contractor. Call (208) 466-3312 for prices and container sizes.

Lid Lock Installation

BFI proposes to install lid locks on detachable containers upon customer request at the following price:

Container lid lock, 3 - 8 yd.

\$ 31.50/inst.

Thirty-one dollars & fifty cents per installation

Additional Services

BFI proposes to provide clean-up and other additional services for businesses, apartment complexes, and the City at the following prices:

Additional services, per hour

\$ 132.00/hr.

One hundred, thirty-two dollars & no cents per hour

Additional services, per 5-minute increment

\$ 11.00/5-min.

Eleven dollars & no cents per 5-minutes

Home/Small Business Service

BFI proposes to provide weekly collection of trash in customer-owned cans (maximum of three 35-gallon cans per week) or 90-95 gallon wheeled receptacles (maximum of one) at home businesses located along a regular residential route at the following price:

\$ 10.50/month

Ten dollars & fifty cents per month

(Wheeled trash receptacle rental charge of \$2.90 per month would apply.)

Business Appliance Recycling

BFI proposes to collect both non-freon (stoves, water heaters, dishwashers, washers, dryer, trash compactors & insinkers) and freon appliances (refrigerators, freezers & air conditioners) separately for recycling upon request from businesses in the City of Middleton at the following prices:

\$ 21.50/r-f unit

Twenty-one dollars & fifty cents per non-freon unit

\$ 42.50/f unit

Forty-two dollars & fifty cents per freon unit

Cost Breakdown:

Pursuant to Section E2 of the City's Request for Proposals, BFI provides the following estimated breakdown of costs allocated to:

Operations personnel	50%
Vehicles/equipment	21%
Fuel/maintenance	20%
Management/customer service/office	9%

SECOND ADDENDUM TO WASTE COLLECTION SERVICES CONTRACT

THIS SECOND ADDENDUM TO WASTE COLLECTION SERVICES CONTRACT (the "Second Addendum") is entered into this 30th day of November, 2010, by and between the City of Middleton, Idaho, a municipal corporation of the County of Canyon, State of Idaho (the "City"), and Allied Waste Services of North America, LLC, a Delaware limited liability company qualified to do business in the State of Idaho, as successor in interest to BFI Waste Services of North America, Inc. ("Contractor"), to amend that certain Waste Collection Services Contract, dated April 4, 2002 by and between the City and Contractor (the "Original Contract"), as amended by that certain Addendum, dated April 11, 2006 (the "First Addendum", and collectively with the Original Contract, the "Contract"), for the purpose of amending the Contract to provide for single-stream recycling.

WHEREAS, pursuant to Contract, Contractor collects certain Recyclable Materials from residences and commercial establishments within the City; and

WHEREAS, the parties desire to amend the Contract to provide for single-stream recycling are more fully set forth in this Section Addendum.

NOW THEREFORE, IN CONSIDERATION OF the mutual promises and covenants contained in this Second Addendum, the parties agree as follows:

1. Section 1.2 (Definition of Terms). Section 1.2 of the Contract is amended by adding the following definition:

"Single-Stream: A recycling process in which recyclable materials are collected and mixed together with no sorting required by individual recyclers. For example, cans and plastics can be recycled together with newspaper, magazines, cardboard, etc.

2. Section 5(C) (Recycling Setout Procedures). Section 5(C) of the First Addendum is deleted in its entirety and replaced with the following:

"C. Recycling Setout Procedures: Customer shall rinse cans and plastics; discard caps and lids; and flatten cardboard boxes before setting out their Single-Stream Recyclable Materials in Contractor-supplied bins. Contractor shall leave behind a customer feedback card explaining why the bin was not serviced if materials are not collected by Contractor (i.e. an "Oops" card explaining that glass is not accepted in the Single-Stream program). All materials identified in the Recyclable Materials list (Section 3 (A) & 4 (C) of the First Addendum) will be collected in the Single-Stream Program."

3. Collection Procedures. The parties agree that Contractor shall provide containers to residences and commercial establishments for the purpose of collecting Single-Stream Recyclable Materials identified in Section 3(A) and 4(C) of the First Addendum. Materials must be un-bagged or in clear bags for Contractor to identify the contents.

4. Continuing Effect. Except as expressly modified or amended by this Second Addendum, all terms and provisions of the Contract shall remain in full force and effect.

5. Capitalized Terms. Capitalized terms used but not otherwise defined in this Second Addendum shall have the meanings assigned to them in the Contract. In the case of a conflict in meaning between the Contract and this Second Addendum, this Second Addendum shall prevail.

IN WITNESS WHEREOF, the parties have executed this Second Addendum as of the date first above written.



ATTEST:

John Smith AMC

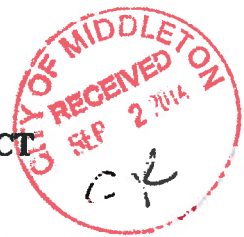
City of Middleton, Idaho,
a municipal corporation

By Piki Thurman

Allied Waste Services of North America, LLC

By [Signature]
Name DAVE FISHOP
Title GM

THIRD ADDENDUM TO WASTE COLLECTION SERVICES CONTRACT



THIS THIRD ADDENDUM TO WASTE COLLECTION SERVICES CONTRACT (this "Third Addendum") is entered into this 6th day of August, 2014 (the "Effective Date"), by and between the CITY OF MIDDLETON, a municipal corporation of the County of Canyon, State of Idaho (the "City"), and ALLIED WASTE SERVICES OF NORTH AMERICA, LLC, a Delaware limited liability company qualified to do business in the State of Idaho, doing business as Republic Services of Boise (the "Contractor"), to amend that certain Waste Collection Services Contract, dated April 4, 2002, by and between the City and Contractor (the "Original Contract"), as amended by that certain Addendum to Waste Collection Services Contract, dated April 11, 2006 (the "First Addendum"), as amended by that certain Renewal Agreement, dated March 18, 2009 (the "Renewal Agreement"), as amended by that certain Second Addendum to Waste Collection Services Contract, dated November 30, 2010 (the "Second Addendum," and collectively with the Original Contract, First Addendum, and Renewal Agreement, the "Contract"). The City and Contractor are referred to in this Third Addendum collectively as the "Parties" and individually as a "Party." Capitalized terms used but not otherwise defined in this Third Addendum shall have the meanings assigned to them in the Contract.

WHEREAS, the Contractor currently provides exclusive waste collection and disposal services to the City pursuant to the Original Contract, as amended, and provides recyclable collection and processing services to the City's residential and commercial customers pursuant to the First Addendum and Second Addendum;

WHEREAS, the Contract's term will expire April 30, 2016 (the "Scheduled Expiration Date"); and

WHEREAS, the Parties desire to amend the Contract to extend the term and provide for no-sort recycling cart service.

NOW THEREFORE, the Parties, in consideration of the mutual promises and covenants contained in this Third Addendum, agree as follows:

1. Defined Terms. The defined terms in the Contract are amended as follows:
 - a. The term "Container," as defined in Section 1.2(F) of the Original Contract and amended in Section 1 of the First Addendum, is deleted in its entirety and replaced with the following:

"Container: A can, Kraft paper bag, cart, recycling bin or other receptacle previously approved by Contractor to prevent spillage or leakage of Trash or Recyclable Materials. Carts (48, 65 or 95 gallons) must be Contractor-supplied or Contractor-authorized with a waiver on file and will be used for the purposed of

containing Trash (gray cart) and Recyclable Materials (blue cart). Cans and Kraft paper bags must be owner-supplied and of a type approved by Contractor, such cans and leaf bags may be used for overflow Trash and Yard Waste once the trash cart is full. Overflow Recyclable Materials may be placed at the curb in rigid containers labeled 'Recycling.'"

- b. The term "Excluded Waste" is added to the Contract, and shall have the following definition:

"Excluded Waste: any waste materials or recyclables deemed hazardous, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic hazardous waste as defined by federal, state, provincial or local law or otherwise regulated waste."

- 2. Term. The Parties agree to extend the term of the Contract for an additional seven (7) year period, commencing on May 1, 2016 and terminating April 30, 2023, unless extended further (as extended, the "Term").
- 3. Recycling Services Amendments. The recycling services provided under the Contract (the "Recycling Services") are amended as follows:
 - a. Notwithstanding Sections 3(A) and 4(A) of the First Addendum, collection of Recyclable Materials shall occur every other week, on dates reasonably acceptable to the City and Contractor.
 - b. Anytime between January 1 and January 31 of each year of the Term, the Contractor shall (i) determine the amount of revenue generated by Recycling Services for residential customers during the prior calendar year and (ii) inform the City of such amount.
- 4. Indemnification. Section 2.9 of the Original Contract is amended as follows:
 - a. The second sentence is amended to delete the words "damage that may occur by reason of any act or omission" and replace them with the words "damage to the extent occurring by reason of any negligent act or omission."
 - b. The third sentence is amended to delete the words "in connection with any act or omission" and replace them with the words "in connection with any negligent act or omission."
- 5. Excluded Waste. Notwithstanding anything in the Contract to the contrary, the Contractor shall not be required to collect any Excluded Waste, and title to and liability for any Excluded Waste shall at no time

pass to Contractor or the City and shall remain with the generator of the Excluded Waste.

6. Amendment to First Addendum Language. The First Addendum is amended as follows:

- a. Section 5 is amended to delete the words "Section 2.8.1D" and replace them with the words "Section 2.8.1(1)(4)."
- b. Section 5 is amended to delete the words "D. Secure and maintain" and replace them with the words "4. Secure and maintain."

7. Amendment to Second Addendum Language. The Second Addendum is amended as follows:

- a. Section 2 is amended to delete the words "Section 5(C)" and replace them with the words "Section 4(C)(c)."
- b. Section 2 is amended to delete the last sentence in its entirety and replace it with the following sentence:

"All materials identified in the Recyclable Materials list (Section 3(A) & 4(C) of the First Addendum) will be collected in the Single-Stream Program; provided, however, that used motor oil must be placed separately next to the recycling cart in a clear, leak-proof unbreakable plastic container of not more than one (1) gallon each, secured with a screw-cap."

- c. Section 3, first sentence, is amended to delete the words "Section 3(A) and 4(C)" and replace them with the words "Sections 3(A) and 4(A)."

8. Continuing Effect. Except as otherwise provided or repealed in this Third Addendum, all terms and provisions of the Contract shall remain in full force and effect.

9. Recitals. The recitals set forth above are true and accurate, and are hereby incorporated into this Third Addendum by this reference.

10. Conflict in Terms. In the case of a conflict in terms between this Third Addendum and the Contract, this Third Addendum shall prevail.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have executed this Third Addendum as of the date first above written.

City:

By: Darin Taylor
Darin Taylor
MAYOR, CITY OF MIDDLETON

ATTEST:

By: Pauline Newman
Pauline Newman
CLERK, CITY OF MIDDLETON

Contractor:

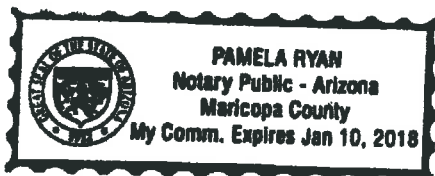
Allied Waste Services of North America, LLC

By: [Signature]
Name: Nathan Cabbi
Title: Vice President

State of Arizona

County of Maricopa

On this 21st day of August, 2014, before me, a notary public, personally appeared Nathan Cabbi, known or identified to me to be the Vice President of Allied Waste Services of North America, LLC, a Delaware limited liability company, the entity that executed the instrument or the person who executed the instrument on behalf of said company, and acknowledged to me that such company executed the same.



Pamela Ryan
Notary Public for the State of Arizona
Residing at: 2624 N. 43rd Pl, Phoenix, AZ 85050
My commission expires: Jan 10, 2018